

AFFIDAVIT

STATE OF Missouri)
) ss

COUNTY OF Buchanan)

Kelly Ridpath, being first duly sworn, on oath deposes and states that s/he is a Underwriting Ops Services Technician for American Family Mutual Insurance Company, S.I. and in such capacity has direct access to the policy records (including computer records) of said Company.

That policy information regarding Policy 12XH289501 , issued to CARNAGIO ENTERPRISES INC , is contained and preserved on such records. Based upon such records affiant certifies that the said policy was in force on 03/01/2018 .

The attached is a true reproduction of the content of the whole of said policy setting forth the coverages and limits of liability in effect on the above mentioned date, however, the officer signatures reflected on the attached policy and declarations page may be different than those that existed on the subject policy and declarations page.

Said policy is subject to the Declarations, Insuring Agreements, Terms, Conditions, Limitations, Exclusions and applicable Endorsements.

That this affiant is experienced in the analysis of such records of said Company and certifies the accuracy of the foregoing policy information.

Kelly Ridpath

KELLY RIDPATH

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
POLICY CHANGES**

POLICY NUMBER 12XH289501	EFFECTIVE DATE 03-01-2018	ADD'L PREMIUM \$5,468.00	RETURN PREMIUM	POLICY CHANGE NO. 001
ISSUED TO CARNAGIO ENTERPRISES INC				
AGENT 119-073 DEAN VILLELLA AGENCY, INC.		CUSTOMER BILLING ACCOUNT 014-793-356 66		

The following item(s):

- | | |
|---|---|
| <input type="checkbox"/> Additional Interested Parties | <input checked="" type="checkbox"/> Classification/Class Codes |
| <input checked="" type="checkbox"/> Covered Property/Location Description | <input checked="" type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Insured's Name | <input checked="" type="checkbox"/> Deductibles |
| <input type="checkbox"/> Insured's Mailing Address | <input checked="" type="checkbox"/> Limits/Exposures |
| <input type="checkbox"/> Insured's Legal Status/Business of Insured | <input checked="" type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Underlying Insurance | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Policy Number | |

is (are) changed as follows:

BUSINESSOWNERS POLICY

PREMIUM CHANGE SUMMARY	MID-TERM PREMIUM CHANGE	ANNUAL PREMIUM FOR CHANGE ONLY
PREM 21 2310 75TH ST WOODRIDGE, IL 60517-2301	\$5,468	\$5,468

THE CERTIFIED ACTS OF TERRORISM EXCLUSION - FIRE
EXCEPTION PORTION OF THE PREMIUM CHANGE IS **\$20**

THE CERTIFIED ACTS OF TERRORISM PORTION
OF THE PREMIUM CHANGE IS **\$4**

CHANGES APPLY TO THE FOLLOWING PREMISE:

PREMISE NO. 21 BUILDING NO. 1
2310 75TH ST
WOODRIDGE, IL 60517-2301

RESTAURANT - MCDONALDS

"ALL APPLICABLE MCDONALD'S RESTAURANT BUILDING, BUSINESS PERSONAL
PROPERTY, FENCE, AND SIGN COVERAGES ARE PROVIDED ON A FULL
REPLACEMENT COST BASIS".

All other terms remain unchanged.

Page 01 of 08

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN**

AUTHORIZED
REPRESENTATIVE

John Schmalzer
President

PEC
Secretary

COUNTERSIGNED
LICENSED RESIDENT AGENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
POLICY CHANGES**

POLICY NUMBER 12XH289501	EFFECTIVE DATE 03-01-2018	ADD'L PREMIUM \$5,468.00	RETURN PREMIUM	POLICY CHANGE NO. 001
ISSUED TO CARNAGIO ENTERPRISES INC				
AGENT 119-073 DEAN VILLELLA AGENCY, INC.		CUSTOMER BILLING ACCOUNT 014-793-356 66		

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| <input type="checkbox"/> Underlying Insurance | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Policy Number | |

is (are) changed as follows:

SECTION I PROPERTY

DESCRIPTION OF PREMISES

PREMISES NO. 21 BUILDING NO. 1

THE FOLLOWING IS ADDED:

**2310 75TH ST
WOODRIDGE, IL 60517-2301
CONSTRUCTION JOISTED MASONRY
YEAR BUILT 1990
COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 365
BUILDING INTEREST
OWNER OCCUPIED
PREDOMINANT OCCUPANCY
RESTAURANT - MCDONALDS**

POLICY PROPERTY DEDUCTIBLE \$2,500

OTHER PROPERTY DEDUCTIBLE(S)

OPTIONAL COVERAGE/GLASS DEDUCTIBLE	\$500
EARTH MOVEMENT DEDUCTIBLE	5%

COVERAGE

**BUILDING
AUXILIARY BUILDINGS/STRUCTURES**

LIMIT OF INSURANCE

**FULL RCV
FULL RCV**

All other terms remain unchanged.

Page 02 of 08

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN**

AUTHORIZED
REPRESENTATIVE

John Schmalzer
President

Dec
Secretary

COUNTERSIGNED
LICENSED RESIDENT AGENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
POLICY CHANGES**

POLICY NUMBER 12XH289501	EFFECTIVE DATE 03-01-2018	ADD'L PREMIUM \$5,468.00	RETURN PREMIUM	POLICY CHANGE NO. 001
ISSUED TO CARNAGIO ENTERPRISES INC				
AGENT 119-073 DEAN VILLELLA AGENCY, INC.		CUSTOMER BILLING ACCOUNT 014-793-356 66		

The following item(s):

- | | |
|---|---|
| <input type="checkbox"/> Additional Interested Parties | <input checked="" type="checkbox"/> Classification/Class Codes |
| <input checked="" type="checkbox"/> Covered Property/Location Description | <input checked="" type="checkbox"/> Coverage Forms and Endorsements |
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| <input type="checkbox"/> Insured's Legal Status/Business of Insured | <input checked="" type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Underlying Insurance | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Policy Number | |

is (are) changed as follows:

REPLACEMENT COST

BUSINESS PERSONAL PROPERTY

FULL RCV

REPLACEMENT COST

AUTOMATIC INCREASE IN COVERAGE 2%

CHANGES APPLY TO THE FOLLOWING PREMISE:

**PREMISE NO. 21 BUILDING NO. 1
2310 75TH ST
WOODRIDGE, IL 60517-2301**

RESTAURANT - MCDONALDS

"ALL APPLICABLE MCDONALD'S RESTAURANT BUILDING, BUSINESS PERSONAL PROPERTY, FENCE, AND SIGN COVERAGES ARE PROVIDED ON A FULL REPLACEMENT COST BASIS".

SECTION I PROPERTY

OPTIONAL COVERAGES

LIMIT OF INSURANCE

THE FOLLOWING IS ADDED:

MONEY AND SECURITIES

INSIDE THE PREMISES

\$25,000

OUTSIDE THE PREMISES

\$25,000

PROPERTY FORMS AND ENDORSEMENTS APPLYING TO THIS PREMISE:

BP 84 11 07 98 BUILDING LIMIT INFLATION PROTECTION COVERAGE

All other terms remain unchanged.

Page 03 of 08

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN**

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REPRESENTATIVE

John Schmalzer
President

Dec
Secretary

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LICENSED RESIDENT AGENT

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ISSUED TO CARNAGIO ENTERPRISES INC				
AGENT 119-073 DEAN VILLELLA AGENCY, INC.		CUSTOMER BILLING ACCOUNT 014-793-356 66		

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- | | |
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| <input type="checkbox"/> Underlying Insurance | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Policy Number | |

is (are) changed as follows:

BP 84 10 07 98	BUSINESS PERSONAL PROPERTY AUTOMATIC INCREASE IN COVERAGE
BP 85 11 12 08	BUILDING AND BUSINESS PERSONAL PROPERTY LIMITATION (TEXT)
BP 04 41 01 06	BUSINESS INCOME CHANGES - INCREASED PERIOD OF RESTORATION (NO WAITING PERIOD)
BP 84 26 01 13	BOP ENHANCEMENT
BP 85 18 03 16	UNMATCHED PROPERTY DAMAGE EXCLUSION ENDORSEMENT

BP 04 15 01 06 SPOILAGE COVERAGE
 PREM NO: 21 BLDG NO. 1
 DESCRIPTION OF PERISHABLE STOCK : ALL PERISHABLE STOCK
 LIMIT OF INSURANCE: \$25,000
 DEDUCTIBLE: \$500
 REFRIGERATION MAINTENANCE AGREEMENT: DOES APPLY
 BREAKDOWN OR CONTAMINATION: DOES APPLY
 POWER OUTAGE: DOES APPLY

CHANGES APPLY TO THE FOLLOWING PREMISE:

PREMISE NO. 21 BUILDING NO. 1
 2310 75TH ST
 WOODRIDGE, IL 60517-2301
 RESTAURANT - MCDONALDS

"ALL APPLICABLE MCDONALD'S RESTAURANT BUILDING, BUSINESS PERSONAL PROPERTY, FENCE, AND SIGN COVERAGES ARE PROVIDED ON A FULL REPLACEMENT COST BASIS".

All other terms remain unchanged.

Page 04 of 08

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN**

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REPRESENTATIVE

John Schmalz
President

Dec
Secretary

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AGENT 119-073 DEAN VILLELLA AGENCY, INC.		CUSTOMER BILLING ACCOUNT 014-793-356 66		

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| <input type="checkbox"/> Underlying Insurance | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Policy Number | |

is (are) changed as follows:

SECTION I PROPERTY

OPTIONAL COVERAGES

LIMIT OF INSURANCE

THE FOLLOWING IS ADDED:

BP 84 52 01 13 EQUIPMENT BREAKDOWN PROTECTION
PREM NO. BLDG NO.
 21 1

NUMBER OF HOURS - BUSINESS TIME INCOME DEDUCTIBLE 0

CHANGES APPLY TO THE FOLLOWING PREMISE:

PREMISE NO. 21 BUILDING NO. 1
2310 75TH ST
WOODRIDGE, IL 60517-2301

RESTAURANT - MCDONALDS

"ALL APPLICABLE MCDONALD'S RESTAURANT BUILDING, BUSINESS PERSONAL PROPERTY, FENCE, AND SIGN COVERAGES ARE PROVIDED ON A FULL REPLACEMENT COST BASIS".

SECTION II LIABILITY AND MEDICAL EXPENSES

THE FOLLOWING IS ADDED:

All other terms remain unchanged.

Page 05 of 08

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN**

AUTHORIZED
REPRESENTATIVE

Jack Schmalzer
President

Dec
Secretary

COUNTERSIGNED
LICENSED RESIDENT AGENT

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AGENT 119-073 DEAN VILLELLA AGENCY, INC.		CUSTOMER BILLING ACCOUNT 014-793-356 66		

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| <input type="checkbox"/> Underlying Insurance | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Policy Number | |

is (are) changed as follows:

LOCATION	PREMIUM BASIS
PREMISES NO. 21 BUILDING NO. 1	
ON FILE WITH COMPANY	

CHANGES APPLY TO THE FOLLOWING PREMISE:

PREMISE NO. 21 BUILDING NO. 1

2310 75TH ST

WOODRIDGE, IL 60517-2301

RESTAURANT - MCDONALDS

"ALL APPLICABLE MCDONALD'S RESTAURANT BUILDING, BUSINESS PERSONAL PROPERTY, FENCE, AND SIGN COVERAGES ARE PROVIDED ON A FULL REPLACEMENT COST BASIS".

SECTION II LIABILITY AND MEDICAL EXPENSES

THE FOLLOWING IS ADDED:

LIABILITY FORMS AND ENDORSEMENTS APPLYING TO THIS PREMISE:

BP 10 05 07 02 EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER
ELECTRONIC PROBLEMS

BP 85 04 07 10 EXCLUSION - LEAD LIABILITY

CHANGES APPLY TO THE FOLLOWING PREMISE:

PREMISE NO. 21 BUILDING NO. 1

2310 75TH ST

WOODRIDGE, IL 60517-2301

All other terms remain unchanged.

Page 06 of 08

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN**

AUTHORIZED
REPRESENTATIVE

John Schmalz
President

PEC
Secretary

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LICENSED RESIDENT AGENT

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AGENT 119-073 DEAN VILLELLA AGENCY, INC.		CUSTOMER BILLING ACCOUNT 014-793-356 66		

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| <input type="checkbox"/> Insured's Legal Status/Business of Insured | <input checked="" type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Underlying Insurance | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Policy Number | |

is (are) changed as follows:

RESTAURANT - MCDONALDS

"ALL APPLICABLE MCDONALD'S RESTAURANT BUILDING, BUSINESS PERSONAL PROPERTY, FENCE, AND SIGN COVERAGES ARE PROVIDED ON A FULL REPLACEMENT COST BASIS".

SECTION II LIABILITY AND MEDICAL EXPENSES

THE FOLLOWING IS ADDED:

LIABILITY FORMS AND ENDORSEMENTS APPLYING TO THIS PREMISE:

BP 04 38 01 06	MEDICAL EXPENSES - EXCLUSION	
PREMISE NO. 21	BUILDING NO. 1	
MEDICAL EXPENSES - ANY ONE PERSON		EXCLUDED

FORMS AND ENDORSEMENTS APPLYING TO PROPERTY AND LIABILITY AT THIS PREMISE:

BP 05 24 01 15	EXCL CERT ACTS TERRORISM
BP 04 31 01 06	FOOD CONTAMINATION

BP 84 07 01 17	MCDONALDS RESTAURANT SPECIAL COVERAGE - A
PREM NO. 21	BLDG NO. 1

BP 84 07 01 17	MCDONALDS RESTAURANT SPECIAL COVERAGE - B
PREM NO. 21	BLDG NO. 1
TYPE OF INTEREST	

All other terms remain unchanged.

Page 07 of 08

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN**

AUTHORIZED
REPRESENTATIVE

John Schmalzer
President

PEC
Secretary

COUNTERSIGNED
LICENSED RESIDENT AGENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
POLICY CHANGES**

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| <input type="checkbox"/> Underlying Insurance | <input type="checkbox"/> Rates |
| <input type="checkbox"/> Policy Number | |

is (are) changed as follows:

**NOT APPLICABLE
NAME OF PERSON OR ORGANIZATION**

All other terms remain unchanged.

Page 08 of 08

**AMERICAN FAMILY MUTUAL INSURANCE COMPANY
MADISON, WISCONSIN**

AUTHORIZED
REPRESENTATIVE

John Schmalzer
President

Dec
Secretary

COUNTERSIGNED
LICENSED RESIDENT AGENT

POLICY NUMBER: 12XH289501

BUSINESSOWNERS
BP 85 11 12 08**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUILDING AND BUSINESS PERSONAL PROPERTY CHANGES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*				
Premises No.	Building No.	Auxiliary Building/Structure Description	Auxiliary Building/ Structure Limit	Auxiliary Buildings Business Personal Property Limit
<p>* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.</p>				

Section I - Property is amended as follows:

A. Paragraph A.1. Covered Property is replaced with the following:

Covered Property includes Building as described under Paragraph **a.** below, Business Personal Property as described under Paragraph **b.** below, Auxiliary Buildings/Structures as described under Paragraph **c.** below, Auxiliary Buildings Business Personal Property as described under Paragraph **d.** below, or all four, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, Auxiliary Buildings/Structures, Auxiliary Buildings Business Personal Property, or all four, there is no coverage for property described under Paragraph **A.2. Property Not Covered.**

- a.** Building, means the described building shown in the Declarations, including:
 - (1) Completed additions;
 - (2) Fixtures, including outdoor fixtures;
 - (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
 - (4) Your personal property in apartments, rooms or common areas furnished by you as landlord;
 - (5) Personal property owned by you that is used to maintain or service the described building or the premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
 - (6) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the described building;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the described building.
- b.** Business Personal Property located in or on the described building at the premises shown in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, including:
 - (1) Property you own that is used in your business;
 - (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**;
 - (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

- (a) Made a part of the described building you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
 - (4) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**; and
 - (5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.
- c.** Auxiliary Buildings/Structures, meaning the auxiliary buildings/structures described in the above Schedule located at the premises shown in the Declarations, including:
- (1) Completed additions;
 - (2) Fixtures;
 - (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
 - (4) Personal property owned by you that is used to maintain or service the auxiliary buildings/structures, including:
 - (a) Fire extinguishing equipment;
 - (b) Floor coverings; and
 - (c) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
 - (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the auxiliary buildings/structures;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the auxiliary buildings/structures, used for making additions, alterations or repairs to the auxiliary buildings/structures.
- d.** Auxiliary Buildings Business Personal Property located in or on the auxiliary buildings/structures described in the above Schedule located at the premises shown in the Declarations, including:
- (1) Property you own that is used in your business;
 - (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**;
 - (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**.
- B.** The following is added to **E.3.**, Property Loss Conditions – Duties In the Event of Loss or Damage:
- (10) Keep records of your property in such a way that we can accurately determine the amount of any loss.

BUSINESSOWNERS POLICY

Non-assessable policy Issued by

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

6000 American Pkwy

Madison WI 53783-0001

(608) 249-2111

Member of American Family Insurance Group



THIS POLICY CONSISTS OF:

- DECLARATIONS**
- BUSINESSOWNERS COVERAGE FORM**
- APPLICABLE FORMS AND ENDORSEMENTS**

Notification of changes to the Businessowners Policy that occur during the policy term will be made using a change endorsement that is issued by us and made a part of this policy. Whenever the sentence "Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations" appears in an endorsement attached to this policy, the sentence is changed to read:

Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declaration or on a change endorsement issued by us, and made a part of this policy.

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with its permission.



**AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
A STOCK INSURER**

6000 American Pkwy
Madison WI 53783-0001





AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**POLICY NUMBER**
12XH289501**DECLARATIONS****CUSTOMER BILLING ACCOUNT**
014-793-356 66

NAMED INSURED CARNAGIO ENTERPRISES INC
DBA MCDONALDS
MAILING ADDRESS PO BOX 523
MINOOKA, IL 60447-0523

POLICY PERIOD FROM 03-01-2018 TO 03-01-2019
12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS CORPORATION

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SECTION I PROPERTY**ALL PROPERTY COVERAGES ARE SUBJECT TO THE FOLLOWING:****COVERED CAUSES OF LOSS** SPECIAL - RISK OF DIRECT PHYSICAL LOSS

COVERAGE PROVIDED INSURANCE AT THE FOLLOWING DESCRIBED PREMISES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN UNLESS COVERAGE IS PROVIDED BY AN ENDORSEMENT.

DESCRIPTION OF PREMISES

PREMISES NO. 0003 BUILDING NO. 001
STORE NUMBER 26960
LOCATION 1421 RIVERBOAT CENTER DR
JOLIET, IL 60431-9337

BUILDING INTEREST OWNER OCCUPIED
PREDOMINANT OCCUPANCY RESTAURANT - MCDONALDS

CONSTRUCTION JOISTED MASONRY
YEAR BUILT 2001

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 365

CERTIFIED ACTS OF TERRORISM \$16.00
EXCLUSION - FIRE EXCEPTION

POLICY PROPERTY DEDUCTIBLE \$1,000**OTHER PROPERTY DEDUCTIBLE(S)**

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500
EARTH MOVEMENT PERCENTAGE DEDUCTIBLE 5%

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING	FULL RCV	\$749.00

AGENT 119-073
DEAN VILLELLA AGENCY, INC.
3820 CLEVELAND AVE N STE 200
ARDEN HILLS, MN 55112-3295

PHONE
651-483-0000

PAGE 0001
BRANCH JJV006 **RENEW**
ENTRY DATE 12-13-2017



AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY

POLICY NUMBER
12XH289501

DECLARATIONS

CUSTOMER BILLING ACCOUNT
014-793-356 66

REPLACEMENT COST		
AUXILIARY BUILDINGS/STRUCTURES REPLACEMENT COST	FULL RCV	\$15.00
BUSINESS PERSONAL PROPERTY REPLACEMENT COST	FULL RCV	\$1,262.00
AUTOMATIC INCREASE IN COVERAGE 2%		
ADDITIONAL COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUSINESS INCOME	ACTUAL LOSS SUSTAINED	INCLUDED
OPTIONAL COVERAGES	LIMIT OF INSURANCE	PREMIUM
OUTDOOR SIGNS	FULL RCV	INCLUDED
MONEY AND SECURITIES		\$68.00
INSIDE THE PREMISES	\$25,000	INCLUDED
OUTSIDE THE PREMISES	\$25,000	INCLUDED
EQUIPMENT BREAKDOWN	INCLUDED	\$122.00
OTHER COVERAGES OR OPTIONS	LIMIT OF INSURANCE	PREMIUM
SEWER BACKUP AND SUMP OVERFLOW	FULL RCV	INCLUDED
EARTH MOVEMENT	FULL RCV	INCLUDED
FOOD CONTAMINATION	\$25,000	\$62.00
ADDITIONAL ADVERTISING EXPENSE	\$10,000	INCLUDED
FLOOD	FULL RCV	INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 18 03 16	BP 04 15 01 06	BP 04 41 01 06	BP 84 10 07 98
BP 84 11 07 98	BP 84 26 01 13	BP 84 52 01 13	BP 85 11 12 08

DESCRIPTION OF PREMISES

PREMISES NO. 0008 BUILDING NO. 001
 STORE NUMBER 31729
 LOCATION 778 S WEBER RD
 ROMEOVILLE, IL 60446-7532

BUILDING INTEREST OWNER OCCUPIED
 PREDOMINANT OCCUPANCY RESTAURANT - MCDONALDS

CONSTRUCTION JOISTED MASONRY
 YEAR BUILT 2007

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 365

CERTIFIED ACTS OF TERRORISM \$14.00

AGENT 119-073
 DEAN VILLELLA AGENCY, INC.
 3820 CLEVELAND AVE N STE 200
 ARDEN HILLS, MN 55112-3295

PHONE
 651-483-0000

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BP AF 01 05 17

INSURED

Stock No. 15141

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**POLICY NUMBER**
12XH289501**DECLARATIONS****CUSTOMER BILLING ACCOUNT**
014-793-356 66

EXCLUSION - FIRE EXCEPTION

POLICY PROPERTY DEDUCTIBLE \$1,000**OTHER PROPERTY DEDUCTIBLE(S)**OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500
EARTH MOVEMENT PERCENTAGE DEDUCTIBLE 5%**COVERAGE****LIMIT OF INSURANCE****PREMIUM**

BUILDING REPLACEMENT COST	FULL RCV	\$646.00
AUXILIARY BUILDINGS/STRUCTURES REPLACEMENT COST	FULL RCV	\$12.00
BUSINESS PERSONAL PROPERTY REPLACEMENT COST	FULL RCV	\$1,010.00
AUTOMATIC INCREASE IN COVERAGE	2%	

ADDITIONAL COVERAGE**LIMIT OF INSURANCE**
ACTUAL LOSS SUSTAINED**PREMIUM**
INCLUDED

BUSINESS INCOME

OPTIONAL COVERAGES**LIMIT OF INSURANCE****PREMIUM**

OUTDOOR SIGNS	FULL RCV	INCLUDED
MONEY AND SECURITIES		\$68.00
INSIDE THE PREMISES	\$25,000	INCLUDED
OUTSIDE THE PREMISES	\$25,000	INCLUDED
EQUIPMENT BREAKDOWN	INCLUDED	\$141.00

OTHER COVERAGES OR OPTIONS**LIMIT OF INSURANCE****PREMIUM**

SEWER BACKUP AND SUMP OVERFLOW	FULL RCV	INCLUDED
EARTH MOVEMENT	FULL RCV	INCLUDED
FOOD CONTAMINATION	\$25,000	\$62.00
ADDITIONAL ADVERTISING EXPENSE	\$10,000	INCLUDED
FLOOD	FULL RCV	INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 18 03 16	BP 04 15 01 06	BP 04 30 01 06	BP 04 41 01 06
BP 84 10 07 98	BP 84 11 07 98	BP 84 26 01 13	BP 84 52 01 13
BP 85 11 12 08			

AGENT 119-073
DEAN VILLELLA AGENCY, INC.
3820 CLEVELAND AVE N STE 200
ARDEN HILLS, MN 55112-3295
PHONE
651-483-0000
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INSURED

Stock No. 15141

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY

POLICY NUMBER
12XH289501

DECLARATIONS

CUSTOMER BILLING ACCOUNT
014-793-356 66

DESCRIPTION OF PREMISES

PREMISES NO. 0009 BUILDING NO. 001
 STORE NUMBER 14992
 LOCATION 100 RIDGE RD
 MINOOKA, IL 60447-9805

BUILDING INTEREST OWNER OCCUPIED
 PREDOMINANT OCCUPANCY RESTAURANT - MCDONALDS

CONSTRUCTION JOISTED MASONRY
 YEAR BUILT 2001

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 365

CERTIFIED ACTS OF TERRORISM \$13.00
 EXCLUSION - FIRE EXCEPTION

POLICY PROPERTY DEDUCTIBLE \$1,000

OTHER PROPERTY DEDUCTIBLE(S)

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500
 EARTH MOVEMENT PERCENTAGE DEDUCTIBLE 5%

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING REPLACEMENT COST	FULL RCV	\$462.00
AUXILIARY BUILDINGS/STRUCTURES REPLACEMENT COST	FULL RCV	\$15.00
BUSINESS PERSONAL PROPERTY REPLACEMENT COST	FULL RCV	\$1,262.00
AUTOMATIC INCREASE IN COVERAGE 2%		

ADDITIONAL COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUSINESS INCOME	ACTUAL LOSS SUSTAINED	INCLUDED

OPTIONAL COVERAGES	LIMIT OF INSURANCE	PREMIUM
OUTDOOR SIGNS	FULL RCV	INCLUDED
MONEY AND SECURITIES		\$68.00
INSIDE THE PREMISES	\$25,000	INCLUDED
OUTSIDE THE PREMISES	\$25,000	INCLUDED
EQUIPMENT BREAKDOWN	INCLUDED	\$83.00

OTHER COVERAGES OR OPTIONS	LIMIT OF INSURANCE	PREMIUM
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AGENT 119-073
 DEAN VILLELLA AGENCY, INC.
 3820 CLEVELAND AVE N STE 200
 ARDEN HILLS, MN 55112-3295

PHONE
 651-483-0000

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AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**POLICY NUMBER**
12XH289501**DECLARATIONS****CUSTOMER BILLING ACCOUNT**
014-793-356 66

SEWER BACKUP AND SUMP OVERFLOW	FULL RCV	INCLUDED
EARTH MOVEMENT	FULL RCV	INCLUDED
FOOD CONTAMINATION	\$25,000	\$62.00
ADDITIONAL ADVERTISING EXPENSE	\$10,000	INCLUDED
FLOOD	FULL RCV	INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 18 03 16	BP 04 15 01 06	BP 04 41 01 06	BP 84 10 07 98
BP 84 11 07 98	BP 84 26 01 13	BP 84 52 01 13	BP 85 11 12 08

DESCRIPTION OF PREMISES

PREMISES NO. 0010 BUILDING NO. 001
 STORE NUMBER 00055
 LOCATION 225 OGDEN AVE
 DOWNERS GROVE, IL 60515-3144

BUILDING INTEREST OWNER OCCUPIED
 PREDOMINANT OCCUPANCY RESTAURANT - MCDONALDS

CONSTRUCTION MASONRY NON-COMBUSTIBLE
 YEAR BUILT 1990

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 365

CERTIFIED ACTS OF TERRORISM \$26.00
 EXCLUSION - FIRE EXCEPTION

POLICY PROPERTY DEDUCTIBLE \$2,500**OTHER PROPERTY DEDUCTIBLE(S)**

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500
 EARTH MOVEMENT PERCENTAGE DEDUCTIBLE 5%

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING REPLACEMENT COST	FULL RCV	\$668.00
AUXILIARY BUILDINGS/STRUCTURES REPLACEMENT COST	FULL RCV	\$19.00
BUSINESS PERSONAL PROPERTY REPLACEMENT COST	FULL RCV	\$3,617.00
AUTOMATIC INCREASE IN COVERAGE 2%		

ADDITIONAL COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUSINESS INCOME	ACTUAL LOSS SUSTAINED	INCLUDED

AGENT 119-073
 DEAN VILLELLA AGENCY, INC.
 3820 CLEVELAND AVE N STE 200
 ARDEN HILLS, MN 55112-3295

PHONE
 651-483-0000

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AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY

POLICY NUMBER
12XH289501

DECLARATIONS

CUSTOMER BILLING ACCOUNT
014-793-356 66

OPTIONAL COVERAGES

LIMIT OF INSURANCE

PREMIUM

OUTDOOR SIGNS	FULL RCV	INCLUDED
MONEY AND SECURITIES		\$68.00
INSIDE THE PREMISES	\$25,000	INCLUDED
OUTSIDE THE PREMISES	\$25,000	INCLUDED
EQUIPMENT BREAKDOWN	INCLUDED	\$111.00

OTHER COVERAGES OR OPTIONS

LIMIT OF INSURANCE

PREMIUM

SEWER BACKUP AND SUMP OVERFLOW	FULL RCV	INCLUDED
EARTH MOVEMENT	FULL RCV	INCLUDED
FOOD CONTAMINATION	\$30,000	\$72.00
ADDITIONAL ADVERTISING EXPENSE	\$10,000	INCLUDED
FLOOD	FULL RCV	INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 18 03 16	BP 04 15 01 06	BP 04 41 01 06	BP 84 10 07 98
BP 84 11 07 98	BP 84 26 01 13	BP 84 52 01 13	BP 85 11 12 08

DESCRIPTION OF PREMISES

PREMISES NO. 0011 BUILDING NO. 001
 STORE NUMBER 00073
 LOCATION 445 ROOSEVELT RD
 GLEN ELLYN, IL 60137-5622

BUILDING INTEREST OWNER OCCUPIED
 PREDOMINANT OCCUPANCY RESTAURANT - MCDONALDS

CONSTRUCTION MASONRY NON-COMBUSTIBLE
 YEAR BUILT 2000

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 365

CERTIFIED ACTS OF TERRORISM	\$26.00
EXCLUSION - FIRE EXCEPTION	

POLICY PROPERTY DEDUCTIBLE \$2,500

OTHER PROPERTY DEDUCTIBLE(S)

OPTIONAL COVERAGE/GLASS DEDUCTIBLE	\$500
EARTH MOVEMENT PERCENTAGE DEDUCTIBLE	5%

COVERAGE

LIMIT OF INSURANCE

PREMIUM

BUILDING	FULL RCV	\$747.00
REPLACEMENT COST		

AGENT 119-073
 DEAN VILLELLA AGENCY, INC.
 3820 CLEVELAND AVE N STE 200
 ARDEN HILLS, MN 55112-3295

PHONE
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INSURED

Stock No. 15141

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICYPOLICY NUMBER
12XH289501**DECLARATIONS**CUSTOMER BILLING ACCOUNT
014-793-356 66

AUXILIARY BUILDINGS/STRUCTURES REPLACEMENT COST	FULL RCV	\$19.00
BUSINESS PERSONAL PROPERTY REPLACEMENT COST	FULL RCV	\$3,519.00
AUTOMATIC INCREASE IN COVERAGE	2%	
ADDITIONAL COVERAGE BUSINESS INCOME	LIMIT OF INSURANCE ACTUAL LOSS SUSTAINED	PREMIUM INCLUDED
OPTIONAL COVERAGES	LIMIT OF INSURANCE	PREMIUM
OUTDOOR SIGNS	FULL RCV	INCLUDED
MONEY AND SECURITIES		\$68.00
INSIDE THE PREMISES	\$25,000	INCLUDED
OUTSIDE THE PREMISES	\$25,000	INCLUDED
EQUIPMENT BREAKDOWN	INCLUDED	\$128.00
OTHER COVERAGES OR OPTIONS	LIMIT OF INSURANCE	PREMIUM
SEWER BACKUP AND SUMP OVERFLOW	FULL RCV	INCLUDED
EARTH MOVEMENT	FULL RCV	INCLUDED
FOOD CONTAMINATION	\$30,000	\$72.00
ADDITIONAL ADVERTISING EXPENSE	\$10,000	INCLUDED
FLOOD	FULL RCV	INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

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BP 84 11 07 98	BP 84 26 01 13	BP 84 52 01 13	BP 85 11 12 08

DESCRIPTION OF PREMISES

PREMISES NO. 0012 BUILDING NO. 001
 STORE NUMBER 03209
 LOCATION 3S010 IL ROUTE 53
 GLEN ELLYN, IL 60137-7337

BUILDING INTEREST OWNER OCCUPIED
 PREDOMINANT OCCUPANCY RESTAURANT - MCDONALDS

CONSTRUCTION MASONRY NON-COMBUSTIBLE
 YEAR BUILT 1980

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 365

CERTIFIED ACTS OF TERRORISM \$26.00
 EXCLUSION - FIRE EXCEPTION

AGENT 119-073
 DEAN VILLELLA AGENCY, INC.
 3820 CLEVELAND AVE N STE 200
 ARDEN HILLS, MN 55112-3295

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 651-483-0000

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AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICYPOLICY NUMBER
12XH289501**DECLARATIONS**CUSTOMER BILLING ACCOUNT
014-793-356 66

POLICY PROPERTY DEDUCTIBLE \$2,500

OTHER PROPERTY DEDUCTIBLE(S)OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500
EARTH MOVEMENT PERCENTAGE DEDUCTIBLE 5%**COVERAGE****LIMIT OF INSURANCE****PREMIUM**

BUILDING REPLACEMENT COST	FULL RCV	\$694.00
AUXILIARY BUILDINGS/STRUCTURES REPLACEMENT COST	FULL RCV	\$19.00
BUSINESS PERSONAL PROPERTY REPLACEMENT COST	FULL RCV	\$3,584.00
AUTOMATIC INCREASE IN COVERAGE	2%	

ADDITIONAL COVERAGELIMIT OF INSURANCE
ACTUAL LOSS SUSTAINEDPREMIUM
INCLUDED**OPTIONAL COVERAGES****LIMIT OF INSURANCE****PREMIUM**

OUTDOOR SIGNS	FULL RCV	INCLUDED
MONEY AND SECURITIES		\$68.00
INSIDE THE PREMISES	\$25,000	INCLUDED
OUTSIDE THE PREMISES	\$25,000	INCLUDED
EQUIPMENT BREAKDOWN	INCLUDED	\$111.00

OTHER COVERAGES OR OPTIONS**LIMIT OF INSURANCE****PREMIUM**

SEWER BACKUP AND SUMP OVERFLOW	FULL RCV	INCLUDED
EARTH MOVEMENT	FULL RCV	INCLUDED
FOOD CONTAMINATION	\$30,000	\$72.00
ADDITIONAL ADVERTISING EXPENSE	\$10,000	INCLUDED
FLOOD	FULL RCV	INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 18 03 16	BP 04 15 01 06	BP 04 41 01 06	BP 84 10 07 98
BP 84 11 07 98	BP 84 26 01 13	BP 84 52 01 13	BP 85 11 12 08

AGENT 119-073
DEAN VILLELLA AGENCY, INC.
3820 CLEVELAND AVE N STE 200
ARDEN HILLS, MN 55112-3295

PHONE
651-483-0000

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INSURED

Stock No. 15141

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY

POLICY NUMBER
12XH289501

DECLARATIONS

CUSTOMER BILLING ACCOUNT
014-793-356 66

DESCRIPTION OF PREMISES

PREMISES NO. 0013 BUILDING NO. 001
STORE NUMBER 10742
LOCATION 2030 S NAPERVILLE RD
WHEATON, IL 60189-8171

BUILDING INTEREST OWNER OCCUPIED
PREDOMINANT OCCUPANCY RESTAURANT - MCDONALDS

CONSTRUCTION MASONRY NON-COMBUSTIBLE
YEAR BUILT 2012

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 365

CERTIFIED ACTS OF TERRORISM \$26.00
EXCLUSION - FIRE EXCEPTION

POLICY PROPERTY DEDUCTIBLE \$2,500

OTHER PROPERTY DEDUCTIBLE(S)

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500
EARTH MOVEMENT PERCENTAGE DEDUCTIBLE 5%

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING REPLACEMENT COST	FULL RCV	\$646.00
AUXILIARY BUILDINGS/STRUCTURES REPLACEMENT COST	FULL RCV	\$19.00
BUSINESS PERSONAL PROPERTY REPLACEMENT COST	FULL RCV	\$3,617.00
AUTOMATIC INCREASE IN COVERAGE 2%		

ADDITIONAL COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUSINESS INCOME	ACTUAL LOSS SUSTAINED	INCLUDED

OPTIONAL COVERAGES	LIMIT OF INSURANCE	PREMIUM
OUTDOOR SIGNS	FULL RCV	INCLUDED
MONEY AND SECURITIES		\$68.00
INSIDE THE PREMISES	\$25,000	INCLUDED
OUTSIDE THE PREMISES	\$25,000	INCLUDED
EQUIPMENT BREAKDOWN	INCLUDED	\$128.00

OTHER COVERAGES OR OPTIONS	LIMIT OF INSURANCE	PREMIUM
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AGENT 119-073
DEAN VILLELLA AGENCY, INC.
3820 CLEVELAND AVE N STE 200
ARDEN HILLS, MN 55112-3295

PHONE
651-483-0000

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AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**POLICY NUMBER**
12XH289501**DECLARATIONS****CUSTOMER BILLING ACCOUNT**
014-793-356 66

SEWER BACKUP AND SUMP OVERFLOW	FULL RCV	INCLUDED
EARTH MOVEMENT	FULL RCV	INCLUDED
FOOD CONTAMINATION	\$30,000	\$72.00
ADDITIONAL ADVERTISING EXPENSE	\$10,000	INCLUDED
FLOOD	FULL RCV	INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 18 03 16	BP 04 15 01 06	BP 04 41 01 06	BP 84 10 07 98
BP 84 11 07 98	BP 84 26 01 13	BP 84 52 01 13	BP 85 11 12 08

DESCRIPTION OF PREMISES

PREMISES NO. 0014 BUILDING NO. 001
 STORE NUMBER 11231
 LOCATION 1520 N NAPER BLVD
 NAPERVILLE, IL 60563-1502

BUILDING INTEREST OWNER OCCUPIED
 PREDOMINANT OCCUPANCY RESTAURANT - MCDONALDS

CONSTRUCTION MASONRY NON-COMBUSTIBLE
 YEAR BUILT 2012

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 365

CERTIFIED ACTS OF TERRORISM \$26.00
 EXCLUSION - FIRE EXCEPTION

POLICY PROPERTY DEDUCTIBLE \$2,500**OTHER PROPERTY DEDUCTIBLE(S)**

OPTIONAL COVERAGE/GLASS DEDUCTIBLE	\$500
EARTH MOVEMENT PERCENTAGE DEDUCTIBLE	5%

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING REPLACEMENT COST	FULL RCV	\$646.00
AUXILIARY BUILDINGS/STRUCTURES REPLACEMENT COST	FULL RCV	\$19.00
BUSINESS PERSONAL PROPERTY REPLACEMENT COST	FULL RCV	\$3,617.00
AUTOMATIC INCREASE IN COVERAGE	2%	

ADDITIONAL COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUSINESS INCOME	ACTUAL LOSS SUSTAINED	INCLUDED

AGENT 119-073
 DEAN VILLELLA AGENCY, INC.
 3820 CLEVELAND AVE N STE 200
 ARDEN HILLS, MN 55112-3295

PHONE
 651-483-0000

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AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY

POLICY NUMBER
12XH289501

DECLARATIONS

CUSTOMER BILLING ACCOUNT
014-793-356 66

OPTIONAL COVERAGES

OUTDOOR SIGNS

LIMIT OF INSURANCE

FULL RCV

PREMIUM

INCLUDED

MONEY AND SECURITIES

\$68.00

INSIDE THE PREMISES

\$25,000

INCLUDED

OUTSIDE THE PREMISES

\$25,000

INCLUDED

EQUIPMENT BREAKDOWN

INCLUDED

\$128.00

OTHER COVERAGES OR OPTIONS

LIMIT OF INSURANCE

PREMIUM

SEWER BACKUP AND SUMP OVERFLOW

FULL RCV

INCLUDED

EARTH MOVEMENT

FULL RCV

INCLUDED

FOOD CONTAMINATION

\$30,000

\$72.00

ADDITIONAL ADVERTISING EXPENSE

\$10,000

INCLUDED

FLOOD

FULL RCV

INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 18 03 16

BP 04 15 01 06

BP 04 41 01 06

BP 84 10 07 98

BP 84 11 07 98

BP 84 26 01 13

BP 84 52 01 13

BP 85 11 12 08

DESCRIPTION OF PREMISES

PREMISES NO. 0015 BUILDING NO. 001

STORE NUMBER 33932

LOCATION 1 YORKTOWN SHOPPING CTR
LOMBARD, IL 60148-5516BUILDING INTEREST OWNER OCCUPIED
PREDOMINANT OCCUPANCY RESTAURANT - MCDONALDSCONSTRUCTION MASONRY NON-COMBUSTIBLE
YEAR BUILT 2000

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 365

CERTIFIED ACTS OF TERRORISM

\$27.00

EXCLUSION - FIRE EXCEPTION

POLICY PROPERTY DEDUCTIBLE \$2,500

OTHER PROPERTY DEDUCTIBLE(S)

OPTIONAL COVERAGE/GLASS DEDUCTIBLE

\$500

EARTH MOVEMENT PERCENTAGE DEDUCTIBLE

5%

COVERAGE

LIMIT OF INSURANCE

PREMIUM

BUILDING

FULL RCV

\$697.00

REPLACEMENT COST

AGENT 119-073

PHONE

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DEAN VILLELLA AGENCY, INC.

651-483-0000

BRANCH JJV006 RENW

3820 CLEVELAND AVE N STE 200

ENTRY DATE 12-13-2017

ARDEN HILLS, MN 55112-3295

BP AF 01 05 17

INSURED

Stock No. 15141

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICYPOLICY NUMBER
12XH289501**DECLARATIONS**CUSTOMER BILLING ACCOUNT
014-793-356 66

AUXILIARY BUILDINGS/STRUCTURES REPLACEMENT COST	FULL RCV	\$19.00
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BUSINESS PERSONAL PROPERTY REPLACEMENT COST	FULL RCV	\$3,596.00
AUTOMATIC INCREASE IN COVERAGE	2%	

ADDITIONAL COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUSINESS INCOME	ACTUAL LOSS SUSTAINED	INCLUDED

OPTIONAL COVERAGES	LIMIT OF INSURANCE	PREMIUM
OUTDOOR SIGNS	FULL RCV	INCLUDED
MONEY AND SECURITIES		\$68.00
INSIDE THE PREMISES	\$25,000	INCLUDED
OUTSIDE THE PREMISES	\$25,000	INCLUDED
EQUIPMENT BREAKDOWN	INCLUDED	\$128.00

OTHER COVERAGES OR OPTIONS	LIMIT OF INSURANCE	PREMIUM
SEWER BACKUP AND SUMP OVERFLOW	FULL RCV	INCLUDED
EARTH MOVEMENT	FULL RCV	INCLUDED
FOOD CONTAMINATION	\$30,000	\$72.00
ADDITIONAL ADVERTISING EXPENSE	\$10,000	INCLUDED
FLOOD	FULL RCV	INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 18 03 16	BP 04 15 01 06	BP 04 41 01 06	BP 84 10 07 98
BP 84 11 07 98	BP 84 26 01 13	BP 84 52 01 13	BP 85 11 12 08

DESCRIPTION OF PREMISES

PREMISES NO. 0016 BUILDING NO. 001
STORE NUMBER 36793
LOCATION 2535 OGDEN AVE
DOWNERS GROVE, IL 60515-1708

BUILDING INTEREST OWNER OCCUPIED
PREDOMINANT OCCUPANCY RESTAURANT - MCDONALDS

CONSTRUCTION MASONRY NON-COMBUSTIBLE
YEAR BUILT 2012

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 365

CERTIFIED ACTS OF TERRORISM	\$26.00
EXCLUSION - FIRE EXCEPTION	

AGENT 119-073
DEAN VILLELLA AGENCY, INC.
3820 CLEVELAND AVE N STE 200
ARDEN HILLS, MN 55112-3295

PHONE
651-483-0000

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AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICYPOLICY NUMBER
12XH289501**DECLARATIONS**CUSTOMER BILLING ACCOUNT
014-793-356 66

POLICY PROPERTY DEDUCTIBLE \$2,500

OTHER PROPERTY DEDUCTIBLE(S)OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500
EARTH MOVEMENT PERCENTAGE DEDUCTIBLE 5%**COVERAGE****LIMIT OF INSURANCE****PREMIUM**

BUILDING REPLACEMENT COST	FULL RCV	\$621.00
AUXILIARY BUILDINGS/STRUCTURES REPLACEMENT COST	FULL RCV	\$19.00
BUSINESS PERSONAL PROPERTY REPLACEMENT COST	FULL RCV	\$3,617.00
AUTOMATIC INCREASE IN COVERAGE	2%	

ADDITIONAL COVERAGELIMIT OF INSURANCE
ACTUAL LOSS SUSTAINEDPREMIUM
INCLUDED

BUSINESS INCOME

OPTIONAL COVERAGES**LIMIT OF INSURANCE****PREMIUM**

OUTDOOR SIGNS	FULL RCV	INCLUDED
MONEY AND SECURITIES		\$68.00
INSIDE THE PREMISES	\$25,000	INCLUDED
OUTSIDE THE PREMISES	\$25,000	INCLUDED
EQUIPMENT BREAKDOWN	INCLUDED	\$128.00

OTHER COVERAGES OR OPTIONS**LIMIT OF INSURANCE****PREMIUM**

SEWER BACKUP AND SUMP OVERFLOW	FULL RCV	INCLUDED
EARTH MOVEMENT	FULL RCV	INCLUDED
FOOD CONTAMINATION	\$30,000	\$72.00
ADDITIONAL ADVERTISING EXPENSE	\$10,000	INCLUDED
FLOOD	FULL RCV	INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 18 03 16	BP 04 15 01 06	BP 04 41 01 06	BP 84 10 07 98
BP 84 11 07 98	BP 84 26 01 13	BP 84 52 01 13	BP 85 11 12 08

AGENT 119-073
DEAN VILLELLA AGENCY, INC.
3820 CLEVELAND AVE N STE 200
ARDEN HILLS, MN 55112-3295

PHONE
651-483-0000

PAGE 0013
BRANCH JJV006 RENW
ENTRY DATE 12-13-2017



BP AF 01 05 17

INSURED

Stock No. 15141

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICYPOLICY NUMBER
12XH289501**DECLARATIONS**CUSTOMER BILLING ACCOUNT
014-793-356 66**DESCRIPTION OF PREMISES**

PREMISES NO. 0018 BUILDING NO. 001
 STORE NUMBER 15701
 LOCATION 2401 63RD ST
 WOODRIDGE, IL 60517-1364

BUILDING INTEREST OWNER OCCUPIED
 PREDOMINANT OCCUPANCY RESTAURANT - MCDONALDS

CONSTRUCTION MASONRY NON-COMBUSTIBLE
 YEAR BUILT 2010
 COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 365

CERTIFIED ACTS OF TERRORISM \$20.00
 EXCLUSION - FIRE EXCEPTION

POLICY PROPERTY DEDUCTIBLE \$2,500

OTHER PROPERTY DEDUCTIBLE(S)

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500
 EARTH MOVEMENT PERCENTAGE DEDUCTIBLE 5%

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING REPLACEMENT COST	FULL RCV	\$957.00
AUXILIARY BUILDINGS/STRUCTURES REPLACEMENT COST	FULL RCV	\$19.00
BUSINESS PERSONAL PROPERTY REPLACEMENT COST	FULL RCV	\$1,845.00
AUTOMATIC INCREASE IN COVERAGE 2%		

ADDITIONAL COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUSINESS INCOME	ACTUAL LOSS SUSTAINED	INCLUDED

OPTIONAL COVERAGES	LIMIT OF INSURANCE	PREMIUM
OUTDOOR SIGNS	FULL RCV	INCLUDED
MONEY AND SECURITIES		\$68.00
INSIDE THE PREMISES	\$25,000	INCLUDED
OUTSIDE THE PREMISES	\$25,000	INCLUDED
EQUIPMENT BREAKDOWN	INCLUDED	\$181.00

OTHER COVERAGES OR OPTIONS	LIMIT OF INSURANCE	PREMIUM
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AGENT 119-073
 DEAN VILLELLA AGENCY, INC.
 3820 CLEVELAND AVE N STE 200
 ARDEN HILLS, MN 55112-3295

PHONE
 651-483-0000

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AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**POLICY NUMBER**
12XH289501**DECLARATIONS****CUSTOMER BILLING ACCOUNT**
014-793-356 66

SEWER BACKUP AND SUMP OVERFLOW	FULL RCV	INCLUDED
EARTH MOVEMENT	FULL RCV	INCLUDED
FOOD CONTAMINATION	\$30,000	\$72.00
ADDITIONAL ADVERTISING EXPENSE	\$10,000	INCLUDED
FLOOD	FULL RCV	INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 18 03 16	BP 04 15 01 06	BP 04 41 01 06	BP 84 10 07 98
BP 84 11 07 98	BP 84 26 01 13	BP 84 52 01 13	BP 85 11 12 08

DESCRIPTION OF PREMISES

PREMISES NO. 0019 BUILDING NO. 001
 STORE NUMBER 34979
 LOCATION 840 E BOUGHTON RD
 BOLINGBROOK, IL 60440-2355

BUILDING INTEREST OWNER OCCUPIED
 PREDOMINANT OCCUPANCY RESTAURANT - MCDONALDS

CONSTRUCTION MASONRY NON-COMBUSTIBLE
 YEAR BUILT 2010

COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 365

CERTIFIED ACTS OF TERRORISM \$20.00
 EXCLUSION - FIRE EXCEPTION

POLICY PROPERTY DEDUCTIBLE \$2,500**OTHER PROPERTY DEDUCTIBLE(S)**

OPTIONAL COVERAGE/GLASS DEDUCTIBLE	\$500
EARTH MOVEMENT PERCENTAGE DEDUCTIBLE	5%

COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUILDING REPLACEMENT COST	FULL RCV	\$957.00
AUXILIARY BUILDINGS/STRUCTURES REPLACEMENT COST	FULL RCV	\$19.00
BUSINESS PERSONAL PROPERTY REPLACEMENT COST	FULL RCV	\$1,845.00
AUTOMATIC INCREASE IN COVERAGE	2%	

ADDITIONAL COVERAGE	LIMIT OF INSURANCE	PREMIUM
BUSINESS INCOME	ACTUAL LOSS SUSTAINED	INCLUDED

AGENT 119-073
 DEAN VILLELLA AGENCY, INC.
 3820 CLEVELAND AVE N STE 200
 ARDEN HILLS, MN 55112-3295

PHONE
 651-483-0000

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AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICYPOLICY NUMBER
12XH289501**DECLARATIONS**CUSTOMER BILLING ACCOUNT
014-793-356 66**OPTIONAL COVERAGES**

OUTDOOR SIGNS

LIMIT OF INSURANCE

FULL RCV

PREMIUM

INCLUDED

MONEY AND SECURITIES

\$25,000

\$68.00

INSIDE THE PREMISES

INCLUDED

OUTSIDE THE PREMISES

\$25,000

INCLUDED

EQUIPMENT BREAKDOWN

INCLUDED

\$181.00

OTHER COVERAGES OR OPTIONS**LIMIT OF INSURANCE****PREMIUM**

SEWER BACKUP AND SUMP OVERFLOW

FULL RCV

INCLUDED

EARTH MOVEMENT

FULL RCV

INCLUDED

FOOD CONTAMINATION

\$30,000

\$72.00

ADDITIONAL ADVERTISING EXPENSE

\$10,000

INCLUDED

FLOOD

FULL RCV

INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 85 18 03 16

BP 04 15 01 06

BP 04 41 01 06

BP 84 10 07 98

BP 84 11 07 98

BP 84 26 01 13

BP 84 52 01 13

BP 85 11 12 08

APPLICABLE PROPERTY ENDORSEMENT CHARGES

\$14,941.00

TOTAL ADVANCE PROPERTY PREMIUM

\$59,521.00

***REPLACEMENT COST VALUATION**

Property forms and endorsements applying to all premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 06 01 01 07

BP 83 01 07 98

BP 83 02 01 07

SECTION II LIABILITY AND MEDICAL EXPENSES

Except for Damage To Premises Rented To You, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to **Section II Liability** in the BUSINESSOWNERS COVERAGE FORM and any attached endorsements.

COVERAGE**LIMIT OF INSURANCE**

AGGREGATE LIMIT (OTHER THAN PRODUCTS COMPLETED OPERATIONS)

\$2,000,000

PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

\$2,000,000

DAMAGE TO PREMISES RENTED TO YOU - ANY ONE PREMISES

\$50,000

LIABILITY - EACH OCCURENCE LIMIT

\$1,000,000

PREM 0003 BLDG 001

MEDICAL EXPENSES - ANY ONE PERSON

EXCLUDED

AGENT 119-073

PHONE

PAGE

0016

DEAN VILLELLA AGENCY, INC.

651-483-0000

BRANCH JJV006

RENEW

3820 CLEVELAND AVE N STE 200

ENTRY DATE 12-13-2017

ARDEN HILLS, MN 55112-3295

BP AF 01 05 17

INSURED

Stock No. 15141

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY

POLICY NUMBER
12XH289501

DECLARATIONS

CUSTOMER BILLING ACCOUNT
014-793-356 66

PREM 0008	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	EXCLUDED
PREM 0009	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	EXCLUDED
PREM 0010	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	EXCLUDED
PREM 0011	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	EXCLUDED
PREM 0012	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	EXCLUDED
PREM 0013	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	EXCLUDED
PREM 0014	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	EXCLUDED
PREM 0015	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	EXCLUDED
PREM 0016	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	EXCLUDED
PREM 0018	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	EXCLUDED
PREM 0019	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	EXCLUDED

LOCATION	PREMIUM BASIS	RATE	ADVANCE PREMIUM
PREMISES NO. 0003 BUILDING NO. 001	ON FILE WITH COMPANY	1.065	\$772.00
PREMISES NO. 0008 BUILDING NO. 001	ON FILE WITH COMPANY	1.065	\$959.00
PREMISES NO. 0009 BUILDING NO. 001	ON FILE WITH COMPANY	1.065	\$799.00
PREMISES NO. 0010 BUILDING NO. 001	ON FILE WITH COMPANY	1.065	\$373.00
PREMISES NO. 0011 BUILDING NO. 001	ON FILE WITH COMPANY	1.065	\$373.00
PREMISES NO. 0012 BUILDING NO. 001	ON FILE WITH COMPANY	1.065	\$373.00
PREMISES NO. 0013 BUILDING NO. 001	ON FILE WITH COMPANY	1.065	\$373.00
PREMISES NO. 0014 BUILDING NO. 001	ON FILE WITH COMPANY	1.065	\$373.00
PREMISES NO. 0015 BUILDING NO. 001	ON FILE WITH COMPANY	1.065	\$373.00

AGENT 119-073
DEAN VILLELLA AGENCY, INC.
3820 CLEVELAND AVE N STE 200
ARDEN HILLS, MN 55112-3295

PHONE
651-483-0000

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AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY

POLICY NUMBER
12XH289501

DECLARATIONS

CUSTOMER BILLING ACCOUNT
014-793-356 66

PREMISES NO. 0016 BUILDING NO. 001

ON FILE WITH COMPANY

1.065

\$373.00

PREMISES NO. 0018 BUILDING NO. 001

ON FILE WITH COMPANY

1.065

\$373.00

PREMISES NO. 0019 BUILDING NO. 001

ON FILE WITH COMPANY

1.065

\$373.00

CERTIFIED ACTS OF TERRORISM

\$29.00

TOTAL ADVANCE BUSINESS LIABILITY PREMIUM

\$5,916.00

Liability forms and endorsements applying to all premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 04 10 01 06

BP 04 17 07 02

BP 04 38 01 06

BP 04 54 01 06

BP 04 93 01 06

BP 05 17 01 06

BP 05 77 01 06

BP 05 98 01 06

BP 10 05 07 02

BP 84 24 01 07

BP 85 04 07 10

BP 85 10 07 98

BP 85 12 01 06

BP 85 15 09 07

IL 75 35 10 01

TOTAL ADVANCE BUSINESS PREMIUM

\$65,437.00

This premium may be subject to adjustment.

Forms and endorsements applying to property and liability at all premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP IN 01 01 06

BP 00 03 01 06

BP 01 54 02 17

BP 04 31 01 06

BP 05 01 07 02

BP 05 15 01 15

BP 05 24 01 15

BP 05 41 01 15

BP 06 43 04 06

BP 80 01 05 17

BP 84 07 01 17

IL 75 43 05 17

AUTHORIZED
REPRESENTATIVE
President
SecretaryCOUNTERSIGNED
LICENSED RESIDENT AGENTAGENT 119-073
DEAN VILLELLA AGENCY, INC.
3820 CLEVELAND AVE N STE 200
ARDEN HILLS, MN 55112-3295PHONE
651-483-0000PAGE 0018
BRANCH JJV006 RENW
ENTRY DATE 12-13-2017

BP AF 01 05 17

INSURED

Stock No. 15141

BUSINESSOWNERS COVERAGE FORM INDEX

This index is provided only as a convenience. It should not be assumed to provide a reference to every provision that can affect a question, claim or coverage. To determine the full scope of coverage and pertinent restrictions and exclusions, the policy (including endorsements) must be read in its entirety. The features may also be affected by related provisions not referenced at all in the index, or noted elsewhere in it. For instance, an **Exclusion** feature addresses a specific policy exclusion; but restrictions of coverage and exclusions also appear within the areas where coverage, covered causes of loss, etc., are described.

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Businessowners Coverage Feature	Page Number	Businessowners Coverage Feature	Page Number
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BUSINESSOWNERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

In Section II – Liability, the word "insured" means any person or organization qualifying as such under Paragraph C. Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph H. Property Definitions in Section I – Property and Paragraph F. Liability And Medical Expenses Definitions in Section II – Liability.

SECTION I – PROPERTY**A. Coverage**

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property includes Buildings as described under Paragraph a. below, Business Personal Property as described under Paragraph b. below, or both, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, or both, there is no coverage for property described under Paragraph 2. Property Not Covered.

- a. Buildings, meaning the buildings and structures at the premises described in the Declarations, including:
 - (1) Completed additions;
 - (2) Fixtures, including outdoor fixtures;
 - (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
 - (4) Your personal property in apartments, rooms or common areas furnished by you as landlord;
 - (5) Personal property owned by you that is used to maintain or service the buildings or structures or the premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
 - (6) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the buildings or structures;

- (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.

- b. Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 100 feet of the described premises, including:

- (1) Property you own that is used in your business;
- (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition Paragraph E.5.d.(3)(b);
- (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (4) Leased personal property which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph 1.b.(2); and
- (5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration;
- b. "Money" or "securities" except as provided in the:
 - (1) Money and Securities Optional Coverage; or
 - (2) Employee Dishonesty Optional Coverage;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Land (including land on which the property is located), water, growing crops or lawns;
- e. Outdoor fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except as provided in the:
 - (1) Outdoor Property Coverage Extension; or
 - (2) Outdoor Signs Optional Coverage;
- f. Watercraft (including motors, equipment and accessories) while afloat;



- g. Accounts, bills, food stamps, other evidences of debt, accounts receivable or "valuable papers and records"; except as otherwise provided in this policy;
- h. "Computer(s)" which are permanently installed or designed to be permanently installed in any aircraft, watercraft, motortruck or other vehicle subject to motor vehicle registration. This paragraph does not apply to "computer(s)" while held as "stock";
- i. "Electronic Data", except as provided under Additional Coverages – Electronic Data. This Paragraph i. does not apply to your "stock" of prepackaged software.

3. Covered Causes Of Loss

Risks of direct physical loss unless the loss is:

- a. Excluded in Paragraph B. Exclusions in Section I; or
- b. Limited in Paragraph 4. Limitations in Section I.

4. Limitations

- a. We will not pay for loss of or damage to:
 - (1) Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - (2) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - (3) Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property. This limitation does not apply to the Optional Coverage for Money and Securities.
 - (4) Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
 - (5) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- b. We will not pay for loss of or damage to fragile articles such as glassware, statuary, marble, chinaware and porcelain, if broken, unless caused by the "specified causes of loss" or building glass breakage. This restriction does not apply to:
 - (1) Glass that is part of the exterior or interior of a building or structure;
 - (2) Containers of property held for sale; or
 - (3) Photographic or scientific instrument lenses.

- c. For loss or damage by theft, the following types of property are covered only up to the limits shown:

- (1) \$2,500 for furs, fur garments and garments trimmed with fur.
- (2) \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- (3) \$2,500 for patterns, dies, molds and forms.

5. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most that we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to Paragraph (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.



(5) Examples**Example #1**

Limit of Insurance	\$	90,000
Amount of Deductible	\$	500
Amount of Loss	\$	50,000
Amount of Loss Payable (\$50,000 – \$500)	\$	49,500
Debris Removal Expense	\$	10,000
Debris Removal Expense Payable (\$10,000 is 20% of \$50,000)	\$	10,000

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example #2

Limit of Insurance	\$	90,000
Amount of Deductible	\$	500
Amount of Loss	\$	80,000
Amount of Loss Payable (\$80,000 – \$500)	\$	79,500
Debris Removal Expense	\$	30,000
Debris Removal Expense Payable		
Basic Amount	\$	10,500
Additional Amount	\$	10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500). The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss of or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$2,500, unless a different limit is shown in the Declarations, for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

d. Collapse

- (1) With respect to buildings:

- (a) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose;
- (b) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse;
- (c) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building; and
- (d) A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- (2) We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that is insured under this policy or that contains Covered Property insured under this policy, if the collapse is caused by one or more of the following:

- (a) The "specified causes of loss" or breakage of building glass, all only as insured against in this policy;
- (b) Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- (c) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- (d) Weight of people or personal property;
- (e) Weight of rain that collects on a roof; or



- (f) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs (a) through (e), we will pay for the loss or damage even if use of defective material or methods in construction, remodeling or renovation, contributes to the collapse.

The criteria set forth in Paragraphs (1)(a) through (1)(d) do not limit the coverage otherwise provided under this Additional Coverage for the causes of loss listed in Paragraphs (2)(a), (2)(d) and (2)(e).

(3) With respect to the following property:

- (a) Awnings;
- (b) Gutters and downspouts;
- (c) Yard fixtures;
- (d) Outdoor swimming pools;
- (e) Piers, wharves and docks;
- (f) Beach or diving platforms or appurtenances;
- (g) Retaining walls; and
- (h) Walks, roadways and other paved surfaces;

if the collapse is caused by a cause of loss listed in Paragraphs (2)(b) through (2)(f), we will pay for loss or damage to that property only if such loss or damage is a direct result of the collapse of a building insured under this policy and the property is Covered Property under this policy.

- (4) If personal property abruptly falls down or caves in and such collapse is not the result of collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- (a) The collapse was caused by a cause of loss listed in Paragraphs (2)(a) through (2)(f) of this Additional Coverage;
 - (b) The personal property which collapses is inside a building; and
 - (c) The property which collapses is not of a kind listed in Paragraph (3) above, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph (4) does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

Collapse of personal property does not mean cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- (5) This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this policy.

e. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.

We will not pay the cost to repair any defect that caused the loss or damage; but we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:

- (1) Results in discharge of any substance from an automatic fire protection system; or
- (2) Is directly caused by freezing.

f. Business Income

(1) Business Income

- (a) We will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (i) The portion of the building which you rent, lease or occupy; and
 - (ii) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- (b) We will only pay for loss of Business Income that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage. We will only pay for ordinary payroll expenses for 60 days following the date of direct physical loss or damage, unless a greater number of days is shown in the Declarations.

(c) Business Income means the:

- (i) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and



- (ii) Continuing normal operating expenses incurred, including payroll.
- (d) Ordinary payroll expenses:
 - (i) Mean payroll expenses for all your employees except:
 - i. Officers;
 - ii. Executives;
 - iii. Department Managers;
 - iv. Employees under contract; and
 - v. Additional Exemptions shown in the Declarations as:
 - Job Classifications; or
 - Employees.
 - (ii) Include:
 - i. Payroll;
 - ii. Employee benefits, if directly related to payroll;
 - iii. FICA payments you pay;
 - iv. Union dues you pay; and
 - v. Workers' compensation premiums.

(2) Extended Business Income

- (a) If the necessary suspension of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:
 - (i) Begins on the date property except finished stock is actually repaired, rebuilt or replaced and "operations" are resumed; and
 - (ii) Ends on the earlier of:
 - i. The date you could restore your "operations", with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or
 - ii. 30 consecutive days after the date determined in Paragraph (a)(i) above, unless a greater number of consecutive days is shown in the Declarations.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

- (b) Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.
- (3) With respect to the coverage provided in this Additional Coverage, suspension means:
 - (a) The partial slowdown or complete cessation of your business activities; or

- (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

- (4) This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

g. Extra Expense

- (1) We will pay necessary Extra Expense you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.
- (2) Extra Expense means expense incurred:
 - (a) To avoid or minimize the suspension of business and to continue "operations":
 - (i) At the described premises; or
 - (ii) At replacement premises or at temporary locations, including relocation expenses, and costs to equip and operate the replacement or temporary locations.
 - (b) To minimize the suspension of business if you cannot continue "operations".
 - (c) To:
 - (i) Repair or replace any property; or
 - (ii) Research, replace or restore the lost information on damaged "valuable papers and records"

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or Additional Coverage f. Business Income.

- (3) With respect to the coverage provided in this Additional Coverage, suspension means:
 - (a) The partial slowdown or complete cessation of your business activities; or
 - (b) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.
- (4) We will only pay for Extra Expense that occurs within 12 consecutive months after the date of direct physical loss or damage. This Additional Coverage is not subject to the Limits of Insurance of Section I – Property.



h. Pollutant Clean Up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay for each location under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

i. Civil Authority

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for necessary Extra Expense will begin immediately after the time of that action and ends:

- (1) 3 consecutive weeks after the time of that action; or
- (2) When your Business Income coverage ends; whichever is later.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

j. Money Orders And "Counterfeit Money"

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- (1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- (2) "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss under this Additional Coverage is \$1,000.

k. Forgery Or Alteration

- (1) We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in "money", that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
- (3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act, and will be treated the same as the original it replaced.
- (4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$2,500, unless a higher Limit of Insurance is shown in the Declarations.

l. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings insured on a replacement cost basis.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in Paragraphs (3) through (9) of this Additional Coverage.
- (3) The ordinance or law referred to in Paragraph (2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
 - (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or



(b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.

(6) The most we will pay under this Additional Coverage, for each described building insured under Section I – Property, is \$10,000. If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building, is \$10,000.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to this Additional Coverage:

(a) We will not pay for the Increased Cost of Construction:

(i) Until the property is actually repaired or replaced, at the same or another premises; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the same premises.

(c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment Property Loss Condition in Section I – Property do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in Paragraph (6) of this Additional Coverage, is not subject to such limitation.

m. Business Income From Dependent Properties

(1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss to dependent property is loss or damage to "electronic data", including destruction or corruption of "electronic data". If the dependent property sustains loss or damage to "electronic data" and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage is \$5,000 unless a higher Limit of Insurance is indicated in the Declarations.

(2) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:

(a) Source of materials; or

(b) Outlet for your products.

(3) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

(4) Dependent property means property owned by others whom you depend on to:

(a) Deliver materials or services to you, or to others for your account. But services does not mean water, communication or power supply services;

(b) Accept your products or services;

(c) Manufacture your products for delivery to your customers under contract for sale; or

(d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

(5) The coverage period for Business Income under this Additional Coverage:

(a) Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property; and

(b) Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

(6) The Business Income coverage period, as stated in Paragraph (5), does not include any increased period required due to the enforcement of any ordinance or law that:

(a) Regulates the construction, use or repair, or requires the tearing down of any property; or

(b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.



- (7) The definition of Business Income contained in the Business Income Additional Coverage also applies to this Business Income From Dependent Properties Additional Coverage.

n. Glass Expenses

- (1) We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- (2) We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

o. Fire Extinguisher Systems Recharge Expense

- (1) We will pay:
- (a) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and
- (b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or a fire extinguishing system.
- (2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.
- (3) The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

p. Electronic Data

- (1) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore "electronic data" which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that "electronic data" is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the "electronic data" was stored, with blank media of substantially identical type.
- (2) The Covered Causes of Loss applicable to Business Personal Property include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.

- (3) The most we will pay under this Additional Coverage – Electronic Data for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is \$10,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

q. Interruption Of Computer Operations

- (1) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a suspension of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a Covered Cause of Loss.
- (2) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
- (a) Coverage under this Additional Coverage – Interruption Of Computer Operations is limited to the "specified causes of loss" and Collapse.
- (b) If the Businessowners Coverage Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage.
- (c) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee, or by an entity retained by you, or for you, to inspect, design, install, modify, maintain, repair or replace that system.



- (3) The most we will pay under this Additional Coverage – Interruption Of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved, is \$10,000 unless a higher Limit of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (4) This Additional Coverage – Interruption Of Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (3) above has not been exhausted.
- (5) Coverage for Business Income does not apply when a suspension of "operations" is caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs (1) through (4) of this Additional Coverage.
- (6) Coverage for Extra Expense does not apply when action is taken to avoid or minimize a suspension of "operations" caused by destruction or corruption of "electronic data", or any loss or damage to "electronic data", except as provided under Paragraphs (1) through (4) of this Additional Coverage.
- r. Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria**
- (1) The coverage described in Paragraphs r.(2) and r.(6) only applies when the "fungi", wet or dry rot or bacteria are the result of a "specified cause of loss" other than fire or lightning that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
- (2) We will pay for loss or damage by "fungi", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
- (a) Direct physical loss or damage to Covered Property caused by "fungi", wet or dry rot or bacteria, including the cost of removal of the "fungi", wet or dry rot or bacteria;
- (b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", wet or dry rot or bacteria; and
- (c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", wet or dry rot or bacteria are present.
- (3) The coverage described under this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", wet or dry rot or bacteria, we will not pay more than the total of \$15,000 even if the "fungi", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
- (4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.
- If there is covered loss or damage to Covered Property, not caused by "fungi", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
- (5) The terms of this Limited Coverage do not increase or reduce the coverage provided under the Water Damage, Other Liquids, Powder Or Molten Material Damage or Collapse Additional Coverages.
- (6) The following applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the suspension of "operations" satisfies all the terms and conditions of the applicable Business Income and/or Extra Expense Additional Coverage.
- (a) If the loss which resulted in "fungi", wet or dry rot or bacteria does not in itself necessitate a suspension of "operations", but such suspension is necessary due to loss or damage to property caused by "fungi", wet or dry rot or bacteria, then our payment under the Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.



- (b) If a covered suspension of "operations" was caused by loss or damage other than "fungi", wet or dry rot or bacteria, but remediation of "fungi", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

6. Coverage Extensions

In addition to the Limits of Insurance of Section I – Property, you may extend the insurance provided by this policy as provided below.

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, unless a higher Limit of Insurance is shown in the Declarations.

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at premises other than the one described, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Business Personal Property

If this policy covers Business Personal Property, you may extend that insurance to apply to:

- (a) Business Personal Property, including such property that you newly acquire, at any location you acquire;
- (b) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (c) Business Personal Property that you newly acquire, located at the described premises.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;

- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Property Off Premises

You may extend the insurance provided by this policy to apply to your Covered Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$10,000.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense. Loss or damage must be caused by or result from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$2,500, but not more than \$500 for any one tree, shrub or plant.

d. Personal Effects

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees. This extension does not apply to:

- (1) Tools or equipment used in your business; or
- (2) Loss or damage by theft.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises.

e. Valuable Papers And Records

- (1) You may extend the insurance that applies to Business Personal Property to apply to direct physical loss or damage to "valuable papers and records" that you own, or that are in your care, custody or control caused by or resulting from a Covered Cause of Loss. This Coverage Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.

- (2) This Coverage Extension does not apply to:

- (a) Property held as samples or for delivery after sale; and
- (b) Property in storage away from the premises shown in the Declarations.



- (3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$10,000, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$5,000.

- (4) Loss or damage to "valuable papers and records" will be valued at the cost of restoration or replacement of the lost or damaged information. To the extent that the contents of the "valuable papers and records" are not restored, the "valuable papers and records" will be valued at the cost of replacement with blank materials of substantially identical type.

- (5) Paragraph B. Exclusions in Section I – Property does not apply to this Coverage Extension except for:

- (a) Paragraph B.1.c., Governmental Action;
- (b) Paragraph B.1.d., Nuclear Hazard;
- (c) Paragraph B.1.f., War And Military Action;
- (d) Paragraph B.2.f., Dishonesty;
- (e) Paragraph B.2.g., False Pretense;
- (f) Paragraph B.2.m.(2), Errors Or Omissions; and
- (g) Paragraph B.3.

f. Accounts Receivable

- (1) You may extend the insurance that applies to Business Personal Property to apply to accounts receivable. We will pay:

- (a) All amounts due from your customers that you are unable to collect;
- (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (c) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
- (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$10,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$5,000.

- (3) Paragraph B. Exclusions in Section I – Property does not apply to this Coverage Extension except for:

- (a) Paragraph B.1.c., Governmental Action;
- (b) Paragraph B.1.d., Nuclear Hazard;

- (c) Paragraph B.1.f., War And Military Action;
- (d) Paragraph B.2.f., Dishonesty;
- (e) Paragraph B.2.g., False Pretense;
- (f) Paragraph B.3.; and
- (g) Paragraph B.5., Accounts Receivable Exclusion.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

a. Ordinance Or Law

- (1) The enforcement of any ordinance or law:
 - (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion, Ordinance Or Law, applies whether the loss results from:
 - (a) An ordinance or law that is enforced even if the property has not been damaged; or
 - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in Paragraphs (1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;



(b) Ash, dust or particulate matter; or

(c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this policy.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Power Failure

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to loss or damage to "computer(s)" and "electronic data".

f. War And Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

(1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

(2) Mudslide or mudflow;

(3) Water that backs up or overflows from a sewer, drain or sump; or

(4) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings.

But if Water, as described in Paragraphs (1) through (4), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. Certain Computer-Related Losses

(1) The failure, malfunction or inadequacy of:

(a) Any of the following, whether belonging to any insured or to others:

(i) "Computer" hardware, including microprocessors or other electronic data processing equipment as may be described elsewhere in this policy;

(ii) "Computer" application software or other "electronic media and records" as may be described elsewhere in this policy;

(iii) "Computer" operating systems and related software;

(iv) "Computer" networks;

(v) Microprocessors ("computer" chips) not part of any "computer" system; or

(vi) Any other computerized or electronic equipment or components; or

(b) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph (a) above;

due to the inability to correctly recognize, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

(2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph (1) above.

However, if excluded loss or damage, as described in Paragraph (1) above results in a "specified cause of loss" under Section I – Property, we will pay only for the loss or damage caused by such "specified cause of loss".

We will not pay for repair, replacement or modification of any items in Paragraph (1)(a) or (1)(b) to correct any deficiencies or change any features.

i. "Fungi", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria.

But if "fungi", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

(1) When "fungi", wet or dry rot or bacteria result from fire or lightning; or

(2) To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria (contained in the Limited Fungi or Bacteria Coverage) if any, with respect to loss or damage by a cause of loss other than fire or lightning.



2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Electrical Apparatus

Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by fire.

We will pay for loss or damage to "computer(s)" due to artificially generated electrical current if such loss or damage is caused by or results from:

- (1) An occurrence that took place within 100 feet of the described premises; or
- (2) Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 100 feet of the described premises.

b. Consequential Losses

Delay, loss of use or loss of market.

c. Smoke, Vapor, Gas

Smoke, vapor or gas from agricultural smudging or industrial operations.

d. Steam Apparatus

Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

e. Frozen Plumbing

Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
- (2) You drain the equipment and shut off the supply if the heat is not maintained.

f. Dishonesty

Dishonest or criminal acts by you, anyone else with an interest in the property, or any of your or their partners, "members", officers, "managers", employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

- (1) Acting alone or in collusion with others; or
- (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered.

With respect to accounts receivable and "valuable papers and records", this exclusion does not apply to carriers for hire.

This exclusion does not apply to coverage that is provided under the Employee Dishonesty Optional Coverage.

g. False Pretense

Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

h. Exposed Property

Rain, snow, ice or sleet to personal property in the open.

i. Collapse

Collapse, except as provided in the Additional Coverage for Collapse. But if collapse results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

j. Pollution

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

k. Neglect

Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

l. Other Types Of Loss

- (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

This exclusion does not apply with respect to the breakdown of "computer(s)";

- (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.

But if an excluded cause of loss that is listed in Paragraphs (1) through (7) above results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.



m. Errors Or Omissions

Errors or omissions in:

- (1) Programming, processing or storing data, as described under "electronic data" or in any "computer" operations; or
- (2) Processing or copying "valuable papers and records".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

n. Installation, Testing, Repair

Errors or deficiency in design, installation, testing, maintenance, modification or repair of your "computer" system including "electronic data".

However, we will pay for direct physical loss or damage caused by resulting fire or explosion if these causes of loss would be covered by this coverage form.

o. Electrical Disturbance

Electrical or magnetic injury, disturbance or erasure of "electronic data", except as provided for under the Additional Coverages of Section I – Property.

However, we will pay for direct loss or damage caused by lightning.

p. Continuous Or Repeated Seepage Or Leakage Of Water

Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

3. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs **a.** through **c.** But if an excluded cause of loss that is listed in Paragraphs **a.** through **c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather Conditions

Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **B.1.** above to produce the loss or damage.

b. Acts Or Decisions

Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Negligent Work

Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

4. Business Income And Extra Expense Exclusions

a. We will not pay for:

- (1) Any Extra Expense, or increase of Business Income loss, caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of "operations", we will cover such loss that affects your Business Income during the "period of restoration".

(2) Any other consequential loss.

b. With respect to this exclusion, suspension means:

- (1) The partial slowdown or complete cessation of your business activities; and
- (2) That a part or all of the described premises is rendered untenable, if coverage for Business Income applies.

5. Accounts Receivable Exclusion

The following additional exclusion applies to the Accounts Receivable Coverage Extension:

We will not pay for:

- a. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- b. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
- c. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

C. Limits Of Insurance

1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance of Section I – Property shown in the Declarations.
2. The most we will pay for loss of or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.
3. The limits applicable to the Coverage Extensions and the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance of Section I – Property.

4. Building Limit – Automatic Increase

- a. The Limit of Insurance for Buildings will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Building limit that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Building limit, times



- (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
- (3) The number of days since the beginning of the current policy year, or the effective date of the most recent policy change amending the Building limit, divided by 365.

Example:

If: The applicable Building limit is \$100,000. The annual percentage increase is 8%. The number of days since the beginning of the policy year (or last policy change) is 146.

The amount of increase is

$$\$100,000 \times .08 \times 146 \div 365 = \$3,200.$$

5. Business Personal Property Limit – Seasonal Increase

- a. The Limit of Insurance for Business Personal Property will automatically increase by 25% to provide for seasonal variations.
- b. This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
 - (1) The 12 months immediately preceding the date the loss or damage occurs; or
 - (2) The period of time you have been in business as of the date the loss or damage occurs.

D. Deductibles

1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance of Section I – Property.
2. Regardless of the amount of the Deductible, the most we will deduct from any loss or damage for Glass and under all of the following Optional Coverages in any one occurrence is the Optional Coverage/Glass Deductible shown in the Declarations:
 - a. Money and Securities;
 - b. Employee Dishonesty; and
 - c. Outdoor Signs.

But this Optional Coverage/Glass Deductible will not increase the Deductible shown in the Declarations. This Deductible will be used to satisfy the requirements of the Deductible in the Declarations.

3. No deductible applies to the following Additional Coverages:
 - a. Fire Department Service Charge;
 - b. Business Income;
 - c. Extra Expense;
 - d. Civil Authority; and
 - e. Fire Extinguisher Systems Recharge Expense.

E. Property Loss Conditions

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limits of Insurance of Section I – Property. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.
- (9) Resume all or part of your "operations" as quickly as possible.



- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

5. Loss Payment

In the event of loss or damage covered by this policy:

- a. At our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to Paragraph **d.(1)(e)** below.
- b. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- c. We will not pay you more than your financial interest in the Covered Property.
- d. Except as provided in Paragraphs **(2)** through **(7)** below, we will determine the value of Covered Property as follows:
 - (1) At replacement cost without deduction for depreciation, subject to the following:
 - (a) If, at the time of loss, the Limit of Insurance on the lost or damaged property is 80% or more of the full replacement cost of the property immediately before the loss, we will pay the cost to repair or replace, after application of the deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (i) The Limit of Insurance under Section I – Property that applies to the lost or damaged property;
 - (ii) The cost to replace, on the same premises, the lost or damaged property with other property:
 - i. Of comparable material and quality; and
 - ii. Used for the same purpose; or
 - (iii) The amount that you actually spend that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

- (b) If, at the time of loss, the Limit of Insurance applicable to the lost or damaged property is less than 80% of the full replacement cost of the property immediately before the loss, we will pay the greater of the following amounts, but not more than the Limit of Insurance that applies to the property:

- (i) The actual cash value of the lost or damaged property; or
- (ii) A proportion of the cost to repair or replace the lost or damaged property, after application of the deductible and without deduction for depreciation. This proportion will equal the ratio of the applicable Limit of Insurance to 80% of the cost of repair or replacement.

- (c) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

- (d) We will not pay on a replacement cost basis for any loss or damage:

- (i) Until the lost or damaged property is actually repaired or replaced; and
- (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

However, if the cost to repair or replace the damaged building property is \$2,500 or less, we will settle the loss according to the provisions of Paragraphs **d.(1)(a)** and **d.(1)(b)** above whether or not the actual repair or replacement is complete.

- (e) The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

- (2) If the "Actual Cash Value – Buildings" option applies, as shown in the Declarations, Paragraph **(1)** above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value.

- (3) The following property at actual cash value:

- (a) Used or second-hand merchandise held in storage or for sale;
- (b) Property of others. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance;



- (c) Household contents, except personal property in apartments or rooms furnished by you as landlord;
 - (d) Manuscripts; and
 - (e) Works of art, antiques or rare articles, including etchings, pictures, statuary, marble, bronzes, porcelain and bric-a-brac.
- (4) Glass at the cost of replacement with safety glazing material if required by law.
- (5) Tenants' Improvements and Betterments at:
- (a) Replacement cost if you make repairs promptly.
 - (b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
 - (c) Nothing if others pay for repairs or replacement.
- (6) Applicable only to the Optional Coverages:
- (a) "Money" at its face value; and
 - (b) "Securities" at their value at the close of business on the day the loss is discovered.
- (7) Applicable only to Accounts Receivable:
- (a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage:
 - (i) We will determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (ii) We will adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
 - (b) The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (i) The amount of the accounts for which there is no loss or damage;
 - (ii) The amount of the accounts that you are able to re-establish or collect;
 - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (iv) All unearned interest and service charges.

- e. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, provided you have complied with all of the terms of this policy, and
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limits of Insurance of Section I – Property.

7. Resumption Of Operations

We will reduce the amount of your:

- a. Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- b. Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

8. Vacancy

a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in Paragraphs (a) and (b) below:
 - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - (i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
 - (ii) Used by the building owner to conduct customary operations.
- (2) Buildings under construction or renovation are not considered vacant.



b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage;
 - (e) Theft; or
 - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in Paragraphs (1)(a) through (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

F. Property General Conditions**1. Control Of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Form at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

2. Mortgageholders

- a. The term "mortgageholder" includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this policy at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this policy will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

3. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

4. Policy Period, Coverage Territory

Under Section I – Property:

- a. We cover loss or damage commencing:
 - (1) During the policy period shown in the Declarations; and
 - (2) Within the coverage territory or, with respect to property in transit, while it is between points in the coverage territory.
- b. The coverage territory is:
 - (1) The United States of America (including its territories and possessions);
 - (2) Puerto Rico; and
 - (3) Canada.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages also apply. These coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below.

1. Outdoor Signs

- a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:
 - (1) Owned by you; or
 - (2) Owned by others but in your care, custody or control.
- b. Paragraph **A.3.**, Covered Causes Of Loss, and Paragraph **B.**, Exclusions in Section I – Property, do not apply to this Optional Coverage, except for:
 - (1) Paragraph **B.1.c.**, Governmental Action;
 - (2) Paragraph **B.1.d.**, Nuclear Hazard; and
 - (3) Paragraph **B.1.f.**, War And Military Action.
- c. We will not pay for loss or damage caused by or resulting from:
 - (1) Wear and tear;
 - (2) Hidden or latent defect;
 - (3) Rust;



- (4) Corrosion; or
- (5) Mechanical breakdown.
- d. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Outdoor Signs shown in the Declarations.
- e. The provisions of this Optional Coverage supersede all other references to outdoor signs in this policy.

2. Money And Securities

- a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
 - (1) Theft, meaning any act of stealing;
 - (2) Disappearance; or
 - (3) Destruction.
- b. In addition to the Limitations and Exclusions applicable to Section I – Property, we will not pay for loss:
 - (1) Resulting from accounting or arithmetical errors or omissions;
 - (2) Due to the giving or surrendering of property in any exchange or purchase; or
 - (3) Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- c. The most we will pay for loss in any one occurrence is:
 - (1) The limit shown in the Declarations for Inside the Premises for "money" and "securities" while:
 - (a) In or on the described premises; or
 - (b) Within a bank or savings institution; and
 - (2) The limit shown in the Declarations for Outside the Premises for "money" and "securities" while anywhere else.
- d. All loss:
 - (1) Caused by one or more persons; or
 - (2) Involving a single act or series of related acts; is considered one occurrence.
- e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

3. Employee Dishonesty

- a. We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
 - (1) Cause you to sustain loss or damage; and also
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:

- (a) Any employee; or
- (b) Any other person or organization.
- b. We will not pay for loss or damage:
 - (1) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
 - (2) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph a.), "managers" or directors:
 - (a) Whether acting alone or in collusion with other persons; or
 - (b) While performing services for you or otherwise.
 - (3) The only proof of which as to its existence or amount is:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
- c. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Employee Dishonesty shown in the Declarations.
- d. All loss or damage:
 - (1) Caused by one or more persons; or
 - (2) Involving a single act or series of acts; is considered one occurrence.
- e. If any loss is covered:
 - (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- f. This Optional Coverage is cancelled as to any employee immediately upon discovery by:
 - (1) You; or
 - (2) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;

of any dishonest act committed by that employee before or after being hired by you.
- g. We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.
- h. If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Optional Coverage, provided:



- (1) This Optional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss or damage would have been covered by this Optional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- i. The insurance under Paragraph **h.** above is part of, not in addition to, the Limit of Insurance applying to this Optional Coverage and is limited to the lesser of the amount recoverable under:
- (1) This Optional Coverage as of its effective date; or
 - (2) The prior insurance had it remained in effect.
- j. With respect to the Employee Dishonesty Optional Coverage in Paragraph **G.3.**, employee means:
- (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent employee as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;
 - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
 - (4) Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or
 - (5) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee does not mean:

- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee.

4. Mechanical Breakdown

- a. We will pay for direct damage to Covered Property caused by an Accident to an Object. The Object must be:
- (1) Owned by you or in your care, custody or control; and
 - (2) At the described premises.

- b. Accident means a sudden and accidental breakdown of the Object or a part of the Object. At the time the breakdown occurs, it must manifest itself by physical damage to the Object that necessitates repair or replacement.
- c. None of the following is an Accident:
 - (1) Depletion, deterioration, corrosion or erosion;
 - (2) Wear and tear;
 - (3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
 - (4) Breakdown of any vacuum tube, gas tube or brush;
 - (5) Breakdown of any "computer", including "computer(s)" used to operate production type machinery or equipment;
 - (6) Breakdown of any structure or foundation supporting the Object or any of its parts;
 - (7) The functioning of any safety or protective device; or
 - (8) The explosion of gases or fuel within the furnace of any Object or within the flues or passages through which the gases of combustion pass.
- d. Object means any of the following equipment:
 - (1) Boiler and Pressure Vessels:
 - (a) Steam heating boilers and condensate return tanks used with them;
 - (b) Hot water heating boilers and expansion tanks used with them;
 - (c) Hot water supply boilers;
 - (d) Other fired or unfired vessels used for maintenance or service of the described premises but not used for processing or manufacturing;
 - (e) Steam boiler piping, valves, fittings, traps and separators, but only if they:
 - (i) Are on your premises or between parts of your premises;
 - (ii) Contain steam or condensate of steam; and
 - (iii) Are not part of any other vessel or apparatus;
 - (f) Feed water piping between any steam boiler and a feed pump or injector.
 - (2) Air Conditioning Units – Any air conditioning unit that has a capacity of 60,000 Btu or more, including:
 - (a) Inductors, convectors and coils that make use of a refrigerant and form part of a cooling, humidity control or space heating system;
 - (b) Interconnecting piping, valves and fittings containing only a refrigerant, water, brine or other solution;
 - (c) Vessels heated directly or indirectly that:
 - (i) Form part of an absorption type system; and
 - (ii) Function as a generator, regenerator or concentrator;



- (d) Compressors, pumps, fans and blowers used solely with the system together with their driving electric motors; and
- (e) Control equipment used solely with the system.

e. Object does not mean:

(1) As Boiler and Pressure Vessels:

- (a) Equipment that is not under internal vacuum or internal pressure other than weight of contents;
- (b) Boiler settings;
- (c) Insulating or refractory material; or
- (d) Electrical, reciprocating or rotating apparatus within or forming a part of the boiler or vessel.

(2) As Air Conditioning Units, any:

- (a) Vessel, cooling tower, reservoir or other source of cooling water for a condenser or compressor, or any water piping leading to or from that source; or
- (b) Wiring or piping leading to or from the unit.

f. We will not pay for an Accident to any Object while being tested.

g. **Suspension**

Whenever an Object is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an Accident to that Object. This can be done by delivering or mailing a written notice of suspension to:

- (1) Your last known address; or
- (2) The address where the Object is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

H. Property Definitions

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" does not include those used to operate production type machinery or equipment.

2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

- 3. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a "computer" or device connected to it, which enable the "computer" or device to receive, process, store, retrieve or send data.
- 4. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 5. "Manager" means a person serving in a directorial capacity for a limited liability company.
- 6. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
- 7. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
- 8. "Operations" means your business activities occurring at the described premises.
- 9. "Period of restoration":
 - a. Means the period of time that:
 - (1) Begins:
 - (a) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
 - (b) Immediately after the time of direct physical loss or damage for Extra Expense Coverage; caused by or resulting from any Covered Cause of Loss at the described premises; and
 - (2) Ends on the earlier of:
 - (a) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (b) The date when business is resumed at a new permanent location.
 - b. Does not include any increased period required due to the enforcement of any ordinance or law that:
 - (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".



10. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
11. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
 but does not include "money".
12. "Specified causes of loss" means the following:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss of or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.
13. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
14. "Valuable papers and records" means inscribed, printed or written:
 - a. Documents;
 - b. Manuscripts; and
 - c. Records;
 including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities".

SECTION II – LIABILITY

A. Coverages

1. Business Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury", to which this insurance does not apply. We may at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. – Liability And Medical Expenses Limits Of Insurance in Section II – Liability; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph f. Coverage Extension – Supplementary Payments.

b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:
 - (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (b) The "bodily injury" or "property damage" occurs during the policy period; and
 - (c) Prior to the policy period, no insured listed under Paragraph C.1. Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known before the policy period.
- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of "bodily injury" or "property damage" after the end of the policy period.



d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

f. Coverage Extension – Supplementary Payments

(1) We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- (a) All expenses we incur.
- (b) Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (c) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- (e) All costs taxed against the insured in the "suit".
- (f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the limit of liability.

(2) If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (a) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(b) This insurance applies to such liability assumed by the insured;

(c) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(d) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

(e) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(f) The indemnitee:

(i) Agrees in writing to:

- i. Cooperate with us in the investigation, settlement or defense of the "suit";
- ii. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- iii. Notify any other insurer whose coverage is available to the indemnitee; and
- iv. Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(ii) Provides us with written authorization to:

- i. Obtain records and other information related to the "suit"; and
- ii. Conduct and control the defense of the indemnitee in such "suit".

(3) So long as the conditions in Paragraph (2) are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph B.1.b.(2) Exclusions in Section II – Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(a) We have used up the applicable Limit of Insurance in the payment of judgments or settlements; or

(b) The conditions set forth above, or the terms of the agreement described in Paragraph (2)(f) above are no longer met.



2. Medical Expenses

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
 provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the Limits of Insurance of Section II – Liability. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

B. Exclusions

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;



- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or



(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (b) The operation of any of the following machinery or equipment:
 - (i) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (ii) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" caused by the rendering or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Body piercing services; and
- (9) Services in the practice of pharmacy.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Paragraph D. Liability And Medical Expenses Limit Of Insurance in Section II – Liability.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.



n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (5) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (6) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (7) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (8) Committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;

- (b) Designing or determining content of web-sites for others; or

- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b. and c.** of "personal and advertising injury" under Paragraph **F. Liability And Medical Expenses Definitions.**

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

- (9) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time;
- (10) With respect to any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of, "pollutants".
- (11) Arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control;
- (12) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.
- (13) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

r. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.



s. Distribution Of Material In Violation Of Statutes

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in Section II – Liability do not apply to damage by fire to premises while rented to you, or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D. Liability And Medical Expenses Limits of Insurance in Section II – Liability.**

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. To any insured, except "volunteer workers".
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Business Liability Coverage.

3. Applicable To Both Business Liability Coverage And Medical Expenses Coverage – Nuclear Energy Liability Exclusion

This insurance does not apply:

- a. Under Business Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

- (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- b. Under Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- c. Under Business Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of the "nuclear material"; if:
- (1) The "nuclear material":
 - (a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (b) Has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- d. As used in this exclusion:
- (1) "By-product material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (2) "Hazardous properties" include radioactive, toxic or explosive properties;
 - (3) "Nuclear facility" means:
 - (a) Any "nuclear reactor";
 - (b) Any equipment or device designed or used for:
 - (i) Separating the isotopes of uranium or plutonium;
 - (ii) Processing or utilizing "spent fuel"; or
 - (iii) Handling, processing or packaging "waste";



(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

(4) "Nuclear material" means "source material", "special nuclear material" or "by-product material";

(5) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

(6) "Property damage" includes all forms of radioactive contamination of property;

(7) "Source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(8) "Special nuclear material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(9) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

(10) "Waste" means any waste material:

(a) Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and

(b) Resulting from the operation by any person or organization of any "nuclear facility" included under Paragraphs (a) and (b) of the definition of "nuclear facility".

C. Who Is An Insured

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b); or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.



No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. Liability And Medical Expenses Limits Of Insurance

1. The Limits of Insurance of Section II – Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The most we will pay for the sum of all damages because of all:
 - a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and
 - b. "Personal and advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

3. The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or in the case of fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

4. Aggregate Limits

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit.
- b. All:
 - (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Plus medical expenses;
 - (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit.

Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of Section II – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. Liability And Medical Expenses General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.



A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance of Section II – Liability, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

F. Liability And Medical Expenses Definitions

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
- (2) Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;



- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection or engineering services.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or



(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at the job site has been put to its intended use by any other person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)

A. Cancellation

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy;
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or



- (b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

- (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started, and
 - (b) Have not been contracted for, within 30 days of initial payment of loss.
- (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
- (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
- (5) Failure to:
 - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
- b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
- c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe and healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance

1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance of Section I – Property.



2. Business Liability Coverage is excess over:
 - a. Any other insurance that insures for direct physical loss or damage; or
 - b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property.
- b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.





BUSINESSOWNERS
BP 04 41 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS INCOME CHANGES – TIME PERIOD

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I – Property is amended as follows:

- A.** Paragraph **A.5.i. Civil Authority** Additional Coverage is amended by deleting the second and third paragraphs and replacing them with the following:
This coverage will apply for a period of up to three consecutive weeks from the date of that action.
- B.** Paragraph **A.5.m.(5)(a) Business Income From Dependent Properties** Additional Coverage is replaced by the following:
- (5)** The coverage period for Business Income under this Additional Coverage:
- (a)** Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises of the dependent property; and
- C.** Paragraph **H.9.a.(1)(a)** of the "Period of Restoration" definition is replaced by the following:
- (a)** Immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; or



BUSINESSOWNERS
BP 06 01 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under **Section I – Property** in all forms and endorsements that comprise this Businessowners Policy, except as provided in Paragraph **C.** This includes but is not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- C.** However, the exclusion in Paragraph **B.** does not apply to the following:
 - 1. Loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Businessowners Policy; or
 - 2. Coverage otherwise provided under Food Contamination Endorsement **BP 04 31** (if that endorsement is attached to this Businessowners Policy); or
 - 3. Coverage otherwise provided under the Food Contamination Additional Coverage in Restaurants Endorsement **BP 07 78** (if that endorsement is attached to this Businessowners Policy).
- D.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- E.** The following provisions in this Businessowners Policy are hereby amended to remove reference to bacteria:
 - 1. Exclusion of "Fungi", Wet Rot, Dry Rot And Bacteria; and
 - 2. Additional Coverage – Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- F.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Businessowners Policy.



BUSINESSOWNERS
BP 83 01 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
MULTIPLE PROPERTY COVERAGE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **Section I - Property** Paragraph **D. Deductibles**:

In the event that loss or damage occurs to Covered Property at more than one premises described in the Declarations as a result of one occurrence, the largest Policy Property Deductible for any premises shown in the Declarations will apply.

The terms of this endorsement only apply to the Policy Property Deductible shown in the Declarations.



BUSINESSOWNERS
BP 83 02 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
VANDALISM DEDUCTIBLE - RESIDENTIAL OCCUPANCIES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The Businessowners Property Coverage Form is amended as follows:

The following is added to **Section I – Property** Paragraph **D. Deductibles**:

We will deduct the greater of:

1. The deductible shown in the declarations; or
2. \$5,000

from any loss or damage that is caused directly or indirectly by vandalism to any Covered Property you own if the vandalism occurs within any residential unit while rented, leased or temporarily occupied by others.



BUSINESSOWNERS
BP 84 10 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS PERSONAL PROPERTY
AUTOMATIC INCREASE IN COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **C. Limits of Insurance** in **Section I - Property**:

6. Business Personal Property Limit - Automatic Increase in Coverage

- a.** The Limit of Insurance for Business Personal Property and Auxiliary Buildings Business Personal Property will automatically increase by the annual percentage shown in the Declarations.
- b.** The amount of increase will be:
 - (1)** The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2)** The percentage of the annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3)** The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example:

If: The applicable Limit of Insurance is \$10,000. The annual percentage increase is 4%. The number of days since the beginning of the policy year (or last policy change) is 146.

The amount of increase is $\$10,000 \times .04 \times 146 \div 365 = \160



BUSINESSOWNERS
BP 84 11 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUILDING LIMIT
INFLATION PROTECTION COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I - Property is amended as follows:

C. Limits Of Insurance

Paragraph **4. Building Limit - Automatic Increase** is replaced by the following:

- 4. Building Limit - Inflation Protection Coverage.** We will increase the Limit of Insurance shown in the Declarations for Building(s) and Auxiliary Buildings/Structures at the same rate as the increase in the Commercial Building Construction Cost Index. This index is identified in your latest Declarations.

To determine the amount of insurance on a given date, divide the latest available index by the index level shown in your latest Declarations. Multiply the resulting factor by the Limit Of Insurance for Building(s) and Auxiliary Buildings/Structures in the Declarations. At each renewal, we will correct this limit to the nearest \$100 in accordance with the changes in the Commercial Building Construction Cost Index. We will adjust the renewal premium accordingly.

We will not reduce the Limit Of Insurance to less than that previously specified without your consent.



BUSINESSOWNERS
BP 84 26 01 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESSOWNERS POLICY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

If more than one coverage under this form applies to property that has been damaged from one occurrence, you may choose only one of these coverages to apply to that loss. The most we will pay is the largest of the limits that would be applicable.

The following apply to **Section I – Property**:

I. Accounts Receivable

The additional limit of \$10,000 shown in **6. Coverages Extensions f., Accounts Receivable** for loss or damage in any one occurrence at the described premises is increased to \$100,000. For accounts receivable not at the described premises, the limit of \$5,000 is increased to \$50,000.

II. Arson Reward

The following is added to **5. Additional Coverages, s. Arson Reward**:

We will provide a reward in the amount of up to \$5,000 for information which leads to an arson conviction in connection with a covered fire loss.

III. Business Income from Dependent Properties

The limit of \$5,000 shown in **5. Additional Coverages, m. Business Income From Dependent Properties, (1)** is increased to \$25,000.

IV. Debris removal

1. The limit of \$10,000 shown in **5. Additional Coverages, a. Debris Removal**, is increased to \$50,000.
2. We will also pay up to \$2,000 for the costs you incur at each premises to remove debris of outdoor trees, shrubs or plants that are blown onto your premises by wind.

V. Described Premises

The limitation of 100 feet of the described premises under **Section I – Property, Covered Property, 1.b.** for Business Personal Property is increased to 1,000 feet.

VI. Electronic Data

The limit of \$10,000 shown in **5. Additional Coverages, p. Electronic Data, (3)** is increased to \$25,000.

VII. Fine Arts

The following is added to **5. Additional Coverages, t. Fine Arts**:

- (1) We will pay for direct loss of or damage to fine arts, whether owned by
 - (a) You; or
 - (b) Others, and in your care, custody or control.
- (2) Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures, and fragile property such as porcelains, china and marble.

(3) The most we will pay for loss in any one occurrence under this Additional Coverage is \$10,000 at each described premise. Our payment for loss of or damage to Personal Property of Others will only be for the account of the owner of the property. The amount payable under this Additional Coverage is additional insurance over the insurance available for Business Personal Property.

(4) The value of fine arts will be the least of the following amounts:

- (a) The actual cash value of that property;
- (b) The cost of reasonably restoring that property to its condition immediately before the loss; or
- (c) The cost of replacing that property with substantially identical property.

(5) In the event of loss, the value of property will be determined as of the time of loss.

(6) The following are added to Additional Conditions.

- (a) In case of loss to any part of a pair or set, we will:
 - (1) Repair or replace any part to restore the pair or set to its value before the loss; or
 - (2) Pay the difference between the value of the pair or set before and after the loss.
- (b) You must arrange for fine arts to be packed and unpacked by competent packers.

VIII. Fire Department Service Charge

The limit of \$2,500 shown in **5. Additional Coverages, c. Fire Department Service Charge**, is increased to \$25,000.

IX. Fire Extinguisher Systems Recharge Expense

The limit of \$5,000 shown in **5. Additional Coverages, o. Fire Extinguisher Systems Recharge Expense (3)**, is increased to \$10,000.

X. Forgery Or Alteration

The limit \$2,500 shown in **5. Additional Coverages, k. Forgery Or Alteration (4)** is increased to \$10,000.

XI. Interruption of Computer Operations

The limit of \$10,000 shown in **5. Additional Coverages, q. Interruption of Computer Operations, (3)** is increased to \$25,000.

XII. Inventory And Appraisal Expense

The following is added to **6. Coverage Extensions, g. Inventory and Appraisal Expense**:



You may extend the insurance that applies to Your Business Personal Property to inventory and appraisal expenses.

1. We will pay for expenses you incur in compiling inventories or obtaining appraisals for damaged property at our request to assist us in determining the amount of loss covered by this policy.
2. We will not pay for:
 - a. Expenses to prove that loss or damage is covered;
 - b. Expenses incurred under the Appraisal Loss Condition;
 - c. Expenses or fees you incur for expenses related to claims not covered by this policy.
3. The most we will pay for any required inventories or appraisals is \$10,000 in any one occurrence.

XIII. Lock and Key Replacement

The following is added to **6. Coverage Extensions, h. Lock and Key Replacement**:

You may extend the property insurance provided by this policy to apply to your costs if keys to entrance doors or secured areas of the insured premises are lost by theft from the premises. We will pay the lesser of your actual costs to:

- a. Rekey those locks; or
- b. Replace those locksets with items of like kind and quality.

The most we will pay is \$1,000 in any one occurrence and not more than \$100 for any one lock, including it's key(s).

XIV. Money Orders And "Counterfeit Money"

The limit of \$1,000 shown in **5. Additional Coverages, j. Money Orders And "Counterfeit Money"**, is increased to \$5,000.

XV. Newly Acquired Or Constructed Buildings

The limit of \$250,000 shown in **6. Coverage Extensions, a. Newly Acquired Or Constructed Property, (1) Buildings** is increased to \$500,000.

The limit of \$100,000 shown in **6. Coverage Extensions, a. Newly Acquired Or Constructed Property, (2) Business Personal Property** is increased to \$250,000.

XVI. Off Premises Utility Failure

The following is added to **5. Additional Coverages, u. Off Premises Utility Failure**:

- A. We will pay for loss of or damage to Covered Property, and/or Business Income or Extra Expense caused by the interruption of service to the premises described in the Declarations. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following:
 1. Water Supply Services, meaning the following types of property supplying water to the described premises
 - a. Pumping stations; and
 - b. Water mains.
 2. Communication Supply Services, meaning property supplying communication services,

including telephone, radio, microwave or television services to the described premises, such as:

- a. Communication transmission lines, including optic fiber transmission lines;
- b. Coaxial cables; and
- c. Microwave radio relays except satellites.

It does not include overhead transmission lines.

3. Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - a. Utility generating plants;
 - b. Switching stations;
 - c. Substations;
 - d. Transformers; and
 - e. Transmission lines.

And is located outside of a covered building described in the Declarations

Coverage under this endorsement does not apply to Business Income loss or Extra Expense related to interruption in utility service which causes loss or damage to "electronic data", including destruction or corruption of "electronic data".

- B. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$10,000 for direct damage to Covered Property and \$10,000 for Business Income and Extra Expense.

XVII. Ordinance or Law

The following replaces **5. Additional Coverages I. Increased Cost Of Construction**.

- A. The most we will pay under this Additional Coverage for each described building insured under **Section I – Property**, is \$50,000 combined for:
 1. Coverage 1 – Coverage For Loss To The Undamaged Portion Of The Building
 2. Coverage 2 – Demolition Cost Coverage
 3. Coverage 3 – Increased Cost Of Construction Coverage

If a damaged building(s) is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for each damaged building, is \$50,000.

B. Application Of Coverage(s)

The Coverage(s) provided by this endorsement apply only if both **B.1.** and **B.2.** are satisfied and are then subject to the qualifications set forth in **B.3.**

1. The ordinance or law:
 - a. Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - b. Is in force at the time of loss.



But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2. The building sustains direct physical damage:
 - a. That is covered under this policy and such damage results in enforcement of the ordinance or law; or
 - b. That is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
 - c. But if the damage is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.
3. In the situation described in **B.2.b.** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **1, 2** and/or **3** of this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage alone would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under terms of Coverages **1, 2** and/or **3** of this endorsement.

- C. We will not pay under Coverage **1, 2**, or **3** of this endorsement for:
 1. Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread of any activity of "fungi", wet or dry rot or bacteria; or
 2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.

D. Coverage

1. Coverage 1 – Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **1** for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

2. Coverage 2 – Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

Paragraph **E.5.d. Loss Payment** Property Loss Condition does not apply to Demolition Cost Coverage.

3. Coverage 3 – Increased Cost Of Construction Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- a. Repair or reconstruct damaged portions of that building; and/or
- b. Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- a. This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- b. We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

Paragraph **E.5.d. Loss Payment** Property Loss Condition does not apply to the Increased Cost of Construction Coverage.

E. Loss Payment

1. All following loss payment Provisions **E.2.** through **E.4.**, are subject to the apportionment procedure set forth in Section **B.3.** of this endorsement.
2. When there is a loss in value of an undamaged portion of a building to which Coverage **1** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - a. If the property is repaired or replaced on the same or another premises, we will not pay more than the lesser of:
 - (1) The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or



- (2) The limit stated in Paragraph A above as applicable to the covered building.
 - b. If the property is **not** repaired or replaced, we will not pay more than the lesser of:
 - (1) The actual cash value of the building at the time of loss; or
 - (2) The limit stated in Paragraph A above as applicable to the covered building.
- 3. Loss payment under Coverage 2 – Demolition Cost Coverage will be determined as follows:
We will not pay more than the lesser of the following:
 - a. The amount you actually spend to demolish and clear the site of the described premises; or
 - b. The limit stated in Paragraph A above.
- 4. Loss payment under Coverage 3 – Increased Cost of Construction Coverage will be determined as follows:
 - a. We will not pay under Coverage 3:
 - (1) Until the property is actually repaired or replaced, at the same or another premises; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage 3 is the lesser of:
 - (1) The increased cost of construction at the same premises; or
 - (2) The limit stated in Paragraph A above.
 - c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage 3 is the lesser of:
 - (1) The increased cost of construction at the new premises; or
 - (2) The limit stated in Paragraph A above.
- F. Under this section, we will not pay for loss due to any ordinance or law that:
 - 1. You were required to comply with before the loss, even if the building was undamaged; and
 - 2. You failed to comply with.

XVIII. Outdoor Fences & Walls

The following is added to **5. Additional Coverages, v. Outdoor Fences & Walls**:

- a. We will pay for direct physical loss of or damage to outdoor fences and walls at the described premises:
 - (1) Owned by you; or

- (2) Owned by others but in your care, custody or control.
 - b. Paragraph **A.3., Covered Causes Of Loss**, and Paragraph **B., Exclusions** in **Section I – Property**, do not apply to this Coverage, except for:
 - (1) Paragraph **B.1.c., Governmental Action**;
 - (2) Paragraph **B.1.d., Nuclear Hazard**; and
 - (3) Paragraph **B.1.f., War And Military Action**.
 - c. We will not pay for loss or damage caused by or resulting from:
 - (1) Wear and tear;
 - (2) Hidden or latent defect;
 - (3) Rust;
 - (4) Corrosion; or
 - (5) Mechanical breakdown.
 - d. The most we will pay for loss or damage in any one occurrence \$15,000.

XIX. Outdoor Property

The limit of \$2,500 shown in **6. Coverage Extensions, c. Outdoor Property** is increased to \$10,000, but not more than \$1,500 for any one tree, shrub or plant.

XX. Personal Effects

The limit of \$2,500 shown in **6. Coverage Extensions d. Personal Effects** is increased to \$15,000.

XXI. Personal Property Off Premises

The limit of \$10,000 shown in **6. Coverage Extension b., Personal Property Off Premises** is increased to \$100,000.

The most we will pay for loss or damage under this Extension for

- (1) Property in Transit is \$15,000.
- (2) Property at Fairs or on Exhibition is \$25,000
- (3) Property in the Custody of Salespersons is \$10,000.

This coverage is limited to 90 days from the time the property is taken off premises.

XXII. Preservation of Property

The limit of 30 days shown in the **5.Additional Coverages b. Preservation of Property** is increased to 90 days.

XXIII. Business Personal Property Limit – Seasonal Increase

The limit of 25% shown in **C. Limits Of Insurance, 5. a. Business Personal Property Limit – Seasonal Increase** is increased to 50%.

XXIV. Sewer Back Up and Sump Pump Overflow

The following is added to **5. Additional Coverages, w. Sewer Back Up and Sump Overflow**:

- (1) We will pay for direct physical loss or damage to Buildings or Business Personal Property, covered under **Section I – Property**, caused by or resulting from:
 - (a) Water which backs up through or overflows from a sewer or drain; or



- (b) Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph b. above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

- (2) We will not pay for loss or damage caused by sewer or sump back up or overflow which occurs or is in progress within five (5) days of the effective date of this endorsement.
- (3) The coverage described in Paragraph (1) of this endorsement does not apply to loss or damage resulting from an insured's failure to:
- (a) Keep a sump pump or its related equipment in proper working condition; or
 - (b) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

- (4) With respect to the coverage provided under this endorsement, Exclusion B.1.g. **Water in Section I – Property** is replaced by the following exclusion:

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in g.(1) through g.(3), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- (5) The most we will pay for loss or damage in any one occurrence is \$15,000.

XXV. Surge Protection

The following is added to **5. Additional Coverages, x. Surge Protection**.

- 1. We will pay for loss of or damage to Electronic Data Processing Equipment caused by or resulting from a power supply disturbance when the Electronic Data Processing Equipment is connected to a functioning surge protection device.
- 2. Only as used in this endorsement:
 - a. Electronic Data Processing Equipment means equipment hardware, central processing units, monitors, keyboards, printers, tape or disk drives, modems and similar electronically controlled equipment that accepts information, processes it according to a plan and produces a desired result.

- b. Power supply disturbance means interruption of power supply, power surge, blackout or brownout.
- c. Surge protection device means any transient voltage surge suppression device or system which limits surge voltages by discharging or bypassing surge current and prevents continued flow of current while remaining capable of repeating these functions. The surge protection device must meet the following criteria

(1) Must be UL listed.

(2) A properly connected ground wire must extend to the surge protection device. (This may be demonstrated through use of a site wiring fault indicator light on the device.)

A multiple outlet power strip is not considered a surge protection device.

The most we will pay for loss or damage in any one occurrence is \$10,000.

XXVI. Tenant – Permanently Installed Equipment

You may extend the insurance that applies to Business Personal Property to apply to any landlord owned property which the tenant is responsible to insure.

- a. If you are a tenant and no Limit of Insurance is shown in the Declarations for Building coverage.
- b. The permanently installed equipment must be owned by you or in your care, custody or control or you are required by your lease agreement to provide insurance.
- c. The most we will pay under this extension for loss or damage is \$25,000.

XXVII. Valuable Papers And Records

The limit of \$10,000 at the described premises shown in **6., Coverage Extensions, e. Valuable Papers And Records** is increased to \$100,000. For "valuable papers and records" not at the described premises, the limit of \$5,000 is increased to \$25,000.

The following **G. Optional Coverages** are included:

XXVIII. Outdoor Signs

- a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:
 - (1) Owned by you; or
 - (2) Owned by others but in your care, custody or control.
- b. Paragraph **A.3., Covered Causes Of Loss**, and Paragraph **B., Exclusions in Section I – Property**, do not apply to this Coverage, except for:
 - (1) Paragraph **B.1.c., Governmental Action**;
 - (2) Paragraph **B.1.d., Nuclear Hazard**; and
 - (3) Paragraph **B.1.f., War And Military Action**.
- c. We will not pay for loss or damage caused by or resulting from:
 - (1) Wear and tear;
 - (2) Hidden or latent defect;
 - (3) Rust;



- (4) Corrosion; or
- (5) Mechanical breakdown.

- d. The most we will pay for loss or damage in any one occurrence is \$10,000.
- e. The provisions of this coverage supersede all other references to outdoor signs in this policy.

XXIX. Employee Dishonesty

- a. We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
 - (1) Cause you to sustain loss or damage; and also
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (a) Any employee; or
 - (b) Any other person or organization.
- b. We will not pay for loss or damage:
 - (1) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
 - (2) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph a.), "managers" or directors:
 - (a) Whether acting alone or in collusion with other persons; or
 - (b) While performing services for you or otherwise.
 - (3) The only proof of which as to its existence or amount is:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
- c. The most we will pay for loss or damage in any one occurrence for Employee Dishonesty is \$10,000.
- d. All loss or damage:
 - (1) Caused by one or more persons; or
 - (2) Involving a single act or series of acts; is considered one occurrence.
- e. If any loss is covered:
 - (1) Partly by this insurance; and
 - (2) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- f. This Optional Coverage is cancelled as to any employee immediately upon discovery by:
 - (1) You; or
 - (2) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;

of any dishonest act committed by that employee before or after being hired by you.
- g. We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.
- h. If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Optional Coverage, provided:
 - (1) This Optional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss or damage would have been covered by this Optional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- i. The insurance under Paragraph h. above is part of, not in addition to, the Limit of Insurance applying to this Optional Coverage and is limited to the lesser of the amount recoverable under:
 - (1) This Optional Coverage as of its effective date; or
 - (2) The prior insurance had it remained in effect.
- j. With respect to the Employee Dishonesty Optional Coverage in Paragraph G.3., employee means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent employee as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;
 - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph (2) above;
 - (4) Any natural person who is a former employee, director, partner, member, manager, representative or trustee retained as a consultant while performing services for you; or



- (5) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside any building you occupy in conducting your business.

But employee does not mean:

- (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Any "manager", director or trustee except while performing acts coming within the usual duties of an employee.

XXX. Money and Securities

- a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
- (1) Theft, meaning any act of stealing;
- (2) Disappearance; or
- (3) Destruction.
- b. In addition to the Limitations and Exclusions applicable to Section I – Property, we will not pay for loss:
- (1) Resulting from accounting or arithmetical errors or omissions;
- (2) Due to the giving or surrendering of property in any exchange or purchase; or
- (3) Of property contained in any "money"-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- c. The most we will pay for loss in any one occurrence is:
- (1) The Inside the Premises for "money" and "securities" limit of \$10,000:
- (a) In or on the described premises; or
- (b) Within a bank or savings institution; and
- (2) The Outside the Premises for "money" and "securities" limit of \$5,000 while anywhere else.
- d. All loss:
- (1) Caused by one or more persons; or
- (2) Involving a single act or series of related acts; is considered one occurrence.
- e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

The following applies to **Section I – Property**:

XXXI. Building Coverage For Tenants

Section I - Property A. Coverage, 1. Covered Property, b. (3) is replaced by the following:

- (3) Tenant's improvements and betterments, meaning:
- a. fixtures, alterations, installations or additions

- (1) made a part of the building or structure you occupy but do not own; and
- (2) you acquired or made at your expense but cannot legally remove.

- b. property as described in **Coverage A., 1. Covered Property a.**, if you are a tenant and no limit of insurance is shown in the Declarations for **Coverage A., 1., Covered Property, a.** The property must be your insurance responsibility according to the terms of your lease or rental agreement.

- E. **Property Loss Conditions, 5. Loss Payment, a. (3)** does not apply to paragraph (3) b. above. The most we will pay in any one occurrence is \$10,000.

The following apply to **Section II -- Liability**

I. Business Liability Coverage – Tenants Liability

With respect to the coverage provided under this endorsement, **Section II – Liability** is amended as follows:

- A. The final paragraph of **B.1. Exclusions – Applicable To Business Liability Coverage** is deleted and replaced by the following:

With respect to the premises shown in the Declarations, Exclusions **c., d., e., g., h., i., k., l., m., n. and o.** in **Section II – Liability** do not apply to "property damage" to premises while rented to you, or temporarily occupied by you with permission of the owner.

- B. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is deleted and replaced by the following with respect to the premises shown in the Declarations:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is \$300,000

- C. With respect to the premises shown in the Declarations, Paragraph **D.3.**, is deleted.
- D. With respect to the premises shown in the Declarations, the final paragraph under **D.4.** is replaced by the following:

4. Aggregate Limits

This Aggregate Limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner.

II. Damage to Property of Others

We will pay for property damage to property of others caused by an insured. This coverage applies even if the insured is not negligent or legally liable.

At our option, we will either:

- A. pay the actual cash value of the property; or
- B. repair or replace the property with other property of like kind and quality.

We will not pay for property damage:



- A. to the extent of any amount recoverable under **Section I – Property** of this policy;
- B. when the claimant will collect for damages from any other insurance policy;
- C. caused intentionally by any insured who has attained the age of 13; or
- D. resulting from:
- (1) business pursuits;
 - (2) work performed for you or on your behalf by a subcontractor.
 - (3) any act or omission in connection with any premises owned, rented or controlled by any insured, other than an insured premises; or
 - (4) the ownership, maintenance or use of any aircraft, watercraft, iceboat or land vehicle that is motor- or engine-propelled other than a golf cart.

The most we will pay for property damage to property of others in your care, custody and control is \$10,000 per occurrence.

DEDUCTIBLE

For claims presented under this endorsement only, we will not pay for loss of damage in any one occurrence until the amount of loss or damage exceeds \$1,000. We will pay the amount of loss or damage in excess of \$1,000, up to the applicable Limit of Insurance. No other deductible in this policy applies to coverage provided by this endorsement.

No deductible applies to the following **Additional Coverages**:

- a. **Fire Department Service Charge;**
- b. **Fire Extinguisher Systems Recharge Expense.**

No deductible applies to the following **Coverage Extensions**:

- a. **Lock and Key Replacement**



BUSINESSOWNERS
BP 85 18 03 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
UNMATCHED PROPERTY DAMAGE EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The Following is Added to E. Property Loss Conditions:

9. Undamaged material

We will not pay to repair or replace undamaged material due to mismatch between undamaged material and new material used to repair or replace damaged material.

We do not cover the loss in value to any property due to mismatch between undamaged material and new material used to repair or replace damaged material.



BUSINESSOWNERS
BP 04 17 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exclusion is added to Paragraph **B. Exclusions** in **Section II – Liability**:

This insurance does not apply to:

1. "Bodily injury" or "personal and advertising injury" to:
 - a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
 - b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (1), (2) or (3) above is directed.
2. This exclusion applies:
 - a. Whether the insured may be liable as an employer or in any other capacity; and
 - b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.



BUSINESSOWNERS
BP 04 54 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NEWLY ACQUIRED ORGANIZATIONS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **C. Who Is An Insured** in **Section II – Liability**:

3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Paragraph **A.1. Business Liability** does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.



BUSINESSOWNERS
BP 04 93 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING EQUIPMENT EXCEPTION
AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Exclusion **B.1.f. Pollution** in **Section II – Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.
 - (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
 - (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
 - (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



BUSINESSOWNERS
BP 05 17 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SILICA OR SILICA-RELATED DUST

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The following exclusion is added to Paragraph B. Exclusions in Section II – Liability:

B. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
3. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
4. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following definitions are added to Paragraph F. Liability And Medical Expenses Definitions in Section II – Liability:

1. "Silica" means silicon dioxide, (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.



BUSINESSOWNERS
BP 05 77 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION (LIABILITY)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions are added to **Section II – Liability**:

A. The following exclusion is added to Paragraph **B.1., Exclusions – Applicable To Business Liability Coverage**:

t. Fungi Or Bacteria

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2)** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following definition is added Paragraph **F. Liability And Medical Expenses Definitions**:

- 1.** "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.



BUSINESSOWNERS
BP 05 98 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Paragraph **F.9. Liability And Medical Expenses Definitions** is replaced by the following:

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following exclusion is added to Paragraph **B., Exclusions** in

Section II – Liability:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of:
 - a. Any actual or alleged failure, malfunction, or inadequacy of:
 - (1) Any of the following, whether belonging to any insured or to others:
 - (a) Computer hardware, including microprocessors or other Electronic Data Processing Equipment as may be described elsewhere in the policy;
 - (b) Computer application software or other Electronic Media and Records as may be described elsewhere in the policy;
 - (c) Computer operating systems and related software;
 - (d) Computer networks;
 - (e) Microprocessors (computer chips) not part of any computer system; or
 - (f) Any other computerized or electronic equipment or components; or
 - (2) Any other products and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **1.a.(1)** of this endorsement due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.
 - b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **1.a.** of this endorsement.



BUSINESSOWNERS
BP 84 24 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMERICAN FAMILY LIABILITY CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

GARAGE COVERAGE FORM

A. Section II – Liability of the Businessowners Coverage Form is amended as follows:

Paragraph **D.4. Aggregate Limits** is replaced by the following when both the Businessowners Coverage Form and the Garage Coverage Form are included in the policy:

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is twice the Liability and Medical Expenses limit;

- b. All:

- (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

- (2) Plus medical expenses;

- (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit.

Subject to Paragraph **a.** or **b.** above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner.

- c. All injury or damage, including medical expenses, arising from all "occurrences" or "accidents" during the policy period are the limits listed in paragraphs **a.** and **b.** above.

The Limits of Insurance of **Section II – Liability** apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

B. Section III – Common Policy Conditions (Applicable To Section I – Property and Section II – Liability) of the Businessowners Coverage Form is amended as follows:

The following is added to Paragraph **H. Other Insurance** and applies to **Section II – Liability**:

4. If both the Businessowners Coverage Form and the Garage Coverage Form are included in this policy and apply to a loss, any claim made under one of these coverage forms shall prohibit recovery under the other coverage form for damage arising from the same "occurrence", "accident" or offense.

C. Section II – Liability Coverage of the Garage Coverage Form is amended as follows:

1. The following is added to Paragraph **C.1. Aggregate Limits Of Insurance – "Garage Operations" – Other Than Covered "Autos"**:

If both the Businessowners Coverage Form and the Garage Coverage Form are included in this policy and apply to a loss, any claim made under one of these coverage forms shall prohibit recovery under the other coverage form for damage arising from the same "occurrence", "accident" or offense.

2. The following is added to Paragraph **C.2. Limit Of Insurance – "Garage Operations" – Covered "Autos"**:

If both the Businessowners Coverage Form and the Garage Coverage Form are included in this policy and apply to a loss, any claim made under one of these coverage forms shall prohibit recovery under the other coverage form for damage arising from the same "occurrence", "accident" or offense.

D. Section II – Liability of the Businessowners Coverage Form is amended as follows:

with respect to Paragraph **B.1.k. Exclusions – Damage To Property**, the following is added:

This exclusion does not apply to "property damage" to a customer's "auto" caused by automated, mechanical "auto" washing equipment, whether or not the "auto" is in the care, custody or control of the insured or the insured's employees at the time of the occurrence.

E. The following exclusion is added to Paragraph B. Exclusions in Section II – Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" resulting from the rendering of or failure to render financial services by any insured to others. For the purpose of this exclusion, financial services include but are not limited to:

1. Planning, administering or advising on:
 - a. Any:
 - (1) Investment;
 - (2) Pension;



- (3) Annuity;
 - (4) Savings;
 - (5) Checking; or
 - (6) Individual retirement plan, fund or account;
 - b. The issuance or withdrawal of any bond, debenture, stock or other securities;
 - c. The trading of securities, commodities or currencies; or
 - d. Any acquisitions or mergers;
2. Acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or script agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;
- 3. Lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;
 - 4. Repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;
 - 5. Checking or reporting of credit;
 - 6. Maintaining of financial accounts or records;
 - 7. Tax planning, tax advising or the preparation of tax returns; or
 - 8. Selling or issuing travelers checks, letters of credit, certified checks, bank checks or money orders.



BUSINESSOWNERS
BP 85 04 07 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **B. Exclusions** in **Section II – Liability** with respect to Business Liability Coverage and Medical Expenses Coverage:

Lead Liability

This insurance does not apply to "Bodily injury", "property damage" or "personal and advertising injury" with respect to:

- a. Actual or alleged "bodily injury" arising out of the ingestion, inhalation or absorption of lead in any form.
- b. Actual or alleged "property damage" arising out of the presence of lead in any form. "Property damage" also includes any claim for the reduction in the value of real estate or personal property due to its contamination with lead in any form.
- c. Actual or alleged "personal and advertising injury" arising out of the presence of lead in any form.
- d. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of lead.
- e. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of any governmental authority or any other responsible party or entity for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to lead or assessing the presence or effects of lead.
- f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the above.
- g. Any obligation to share damages to repay someone in connection with any of the above.



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BP 85 10 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE LIMITATION
LIABILITY AND MEDICAL EXPENSES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section III - Common Policy Conditions (Applicable To Section I - Property And Section II - Liability) is amended as follows:

The following is added to Section **H. Other Insurance**:

4. If you have other valid and collectible Business Liability Coverage or Medical Expenses Coverage insurance with us that covers a loss also covered under this policy, except insurance intended to apply in excess of the Limit of Insurance of this policy, any claim made under the other policy shall prohibit recovery under this policy for damages arising from the same "occurrence" or offense.



BUSINESSOWNERS
BP 85 12 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **B. Exclusions** in **Section II – Liability**:

Asbestos Exclusion

This insurance does not apply to:

- a. Any "bodily injury" arising out of, resulting from, caused by, or contributed to in whole or in part by ingestion, inhalation or absorption of asbestos, exposure to asbestos, or the use of asbestos.
- b. Any "property damage" arising out of, resulting from, caused by, or contributed to in whole or in part by asbestos, exposure to asbestos or the use of asbestos. "Property damage" also includes any claim for reduction in the value of real estate or personal property due to its contamination with asbestos in any form at any time.
- c. Any "personal and advertising injury" arising out of, resulting from, caused by, or contributed to in whole or in part by ingestion, inhalation or absorption of asbestos, exposure to asbestos, or the use of asbestos.
- d. Any loss, cost, or expense arising out of or in any way related to any request, demand, order, or statutory or regulatory requirement that any insured or others identify, sample, test for, detect, monitor, clean up, remove, contain, treat, detoxify, neutralize, abate, dispose of, mitigate, destroy, or in any way respond to or assess the presence of, or the effects of, asbestos.
- e. Any loss, cost, or expense arising out of any claim or "suit" by or on behalf of any governmental authority or any other responsible party or entity for damages resulting from identifying, sampling, testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of, mitigating, destroying, or in any way responding to asbestos or assessing the presence of, or effects of, asbestos.
- f. Failure to detect the presence of or proportion of asbestos in a product, material, structure, or process.
- g. The performance of or failure to perform services of any kind in the identification, sampling, testing, detection, monitoring, cleaning up, removal, containment, treatment, detoxification, neutralization, abatement, disposal, mitigation, or destruction of a product, material, or process containing asbestos, whether by you or by anyone acting on your behalf.
- h. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the paragraphs above.
- i. Any obligation to share damages or repay someone in connection with any of the paragraphs above.



BUSINESSOWNERS
BP 85 15 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION - ILLINOIS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following applies to Section II – Liability and supersedes any provision to the contrary:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(a) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

(b) The negligent:

(i) Employment;

(ii) Investigation;

(iii) Supervision;

(iv) Reporting to the proper authorities, or failure to so report; or

(v) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (a) above.

However, this exclusion will not apply with regards to that portion of a claim based on vicarious liability.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGE EXCLUSION (ILLINOIS)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS POLICY
COMMERCIAL GARAGE COVERAGE PART (AUTO)
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA POLICY
GARAGE COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The insurance afforded by this policy does not apply to any claim or judgement for punitive or exemplary damages, except as follows:

If a suit is brought against an "insured" with respect to a claim for damages to which this policy applies, seeking both compensatory and punitive or exemplary damages, then "we" will defend that suit without liability for any punitive or exemplary damages.

All other terms, agreements, conditions, and provisions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ILLINOIS CHANGES**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM
INFORMATION SECURITY PROTECTION ENDORSEMENT**

A. The following is added to the Businessowners Coverage Form:

1. If this Policy covers the following in **a.** and **b.**, then Paragraphs **2.** and **3.** apply:

- a. Real property used principally for residential purposes up to and including a four family dwelling; or
- b. Household or personal property that is usual or incidental to the occupancy of any premises used for residential purposes.

2. The second paragraph of Paragraph **E.2. Appraisal** Property Loss Condition in **Section I – Property** is replaced by the following:

- a. Each party will pay its own appraiser and bear the other expenses of the appraisal and umpire equally, except as provided in **b.** below.
- b. We will pay your appraiser's fee and the umpire's appraisal fee, if the following conditions exist:
 - (1) You demanded the appraisal; and
 - (2) The full amount of loss, as set by your appraiser, is agreed to by our appraiser or by the umpire.

3. Paragraph **C. Concealment, Misrepresentation Or Fraud** in **Section III – Common Policy Conditions** is replaced by the following:

C. Concealment, Misrepresentation Or Fraud

1. This Policy is void if you or any insured commit fraud or conceal or misrepresent a fact in the process leading to the issuance of this insurance, and such fraud, concealment or misrepresentation is stated in the Policy or endorsement or in the written application for this Policy and:

- a. Was made with actual intent to deceive; or
- b. Materially affected either our decision to provide this insurance or the hazard we assumed.

However, this condition will not serve as a reason to void this Policy after the Policy has been in effect for one year or one policy term, whichever is less.

2. We do not provide coverage under this Policy to you or any other insured who, at any time subsequent to the issuance of this insurance, commit fraud or intentionally conceal or misrepresent a material fact relating to:

- a. This Policy;
 - b. The Covered Property;
 - c. Your interest in the Covered Property; or
 - d. A claim under this Policy.
3. Notwithstanding the limitations stated in **C.1.** above, we may cancel this Policy in accordance with the terms of Paragraph **A.** Cancellation in **Section III – Common Policy Conditions.**

B. Section I – Property is amended as follows:

1. Paragraph **B.2.a. Electrical Apparatus** is replaced by the following:

a. Electrical Apparatus

Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by fire.

We will pay for loss or damage to "computer(s)" due to artificially generated electrical current if such loss or damage is caused by or results from:

- (1) An occurrence that took place within 100 feet of the described premises; or
- (2) Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 100 feet of the described premises.

2. The following exclusion is added to Paragraph **B.2. Exclusions:**

- a. We will not pay for loss or damage arising out of any act committed:
 - (1) By or at the direction of any insured; and
 - (2) With the intent to cause a loss.
- b. However, this exclusion will not apply to deny payment to an innocent co-insured who did not cooperate in or contribute to the creation of the loss if:
 - (1) The loss arose out of a pattern of criminal domestic violence; and
 - (2) The perpetrator of the loss is criminally prosecuted for the act causing the loss.



- c. If we pay a claim pursuant to Paragraph **B.2.b.**, our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

3. The following is added to Paragraph E.4. Legal Action Against Us Property Loss Condition:

The two-year period for legal action against us is extended by the number of days between the date the proof of loss is filed with us and the date we deny the claim in whole or in part.

C. Section II – Liability is amended as follows:

The term "spouse" is replaced by the following:

Spouse or party to a civil union recognized under Illinois law.

D. Section III – Common Policy Conditions is amended as follows:

1. The Paragraph **A. Cancellation** Common Policy Condition is replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing to us advance written notice of cancellation.
2. If this Policy has been in effect for 60 days or less, except as provided in Paragraphs **8.** and **9.** below, we may cancel this Policy by mailing written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If this Policy has been in effect for more than 60 days, except as provided in Paragraphs **8.** and **9.** below, we may cancel this Policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The Policy was obtained through a material misrepresentation;
 - c. You have violated any of the terms and conditions of the Policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director of Insurance that the continuation of the Policy could place us in violation of the insurance laws of this State.

If we cancel this Policy based on one or more of the above reasons except for nonpayment of premium, we will mail written notice at least 60 days before the effective date of cancellation. When cancellation is for nonpayment of premium, we will mail written notice at least 10 days before the effective date of cancellation.

4. We will mail our notice to you, any mortgagee or lienholder known to us, and to the agent or broker.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
7. Our notice of cancellation will state the reason for cancellation.
8. **Real Property Other Than Residential Properties Occupied By Four Families Or Less**

The following applies only if this Policy covers real property other than residential property occupied by four families or less:

If any one or more of the following conditions exists at any building that is Covered Property in this Policy, we may cancel this Policy by mailing to you written notice of cancellation, by both certified and regular mail, if:

- a. After a fire loss, permanent repairs to the building have not started within 60 days of satisfactory adjustment of loss, unless the delay is due to a labor dispute or weather conditions.
- b. The building has been unoccupied 60 or more consecutive days. This does not apply to:
 - (1) Seasonal unoccupancy; or
 - (2) Buildings under repair, construction or reconstruction, if properly secured against unauthorized entry.
- c. The building has:
 - (1) An outstanding order to vacate;
 - (2) An outstanding demolition order; or
 - (3) Been declared unsafe in accordance with the law.
- d. Heat, water, sewer service or public lighting have not been connected to the building for 30 consecutive days or more.

The Policy will terminate 10 days following receipt of the written notice by the Named Insured(s).



9. Residential Properties Occupied By Four Families Or Less

The following applies if this Policy covers residential properties occupied by four families or less:

If this Policy has been in effect for 60 days, or if this is a renewal policy, we may only cancel this Policy for one or more of the following reasons:

- a. Nonpayment of premium;
- b. The Policy was obtained by misrepresentation or fraud; or
- c. Any act that measurably increases the risk originally accepted.

If we cancel this Policy based on one or more of the above reasons except for nonpayment of premium, we will mail written notice at least 30 days before the effective date of cancellation. When cancellation is for nonpayment of premium, we will mail written notice at least 10 days before the effective date of cancellation.

2. Paragraph H.1. **Other Insurance** is replaced by the following:

H. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Form. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance of Section I – Property.
3. The following paragraph is added to the **Common Policy Conditions**:

M. Nonrenewal

1. If we decide not to renew or continue this Policy, we will mail you, your agent or broker, and any mortgagee or lienholder known to us written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this Policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this Policy will end on the effective date of that insurance.

2. The following provision applies only if this Policy covers residential properties occupied by four families or less:

- a. If this Policy has been issued to you and in effect with us for five or more years, we may not fail to renew this Policy unless:

- (1) The Policy was obtained by misrepresentation or fraud;
- (2) The risk originally accepted has measurably increased; or
- (3) You received 60 days' notice of our intent not to renew as provided in 1. above.

- b. If this Policy has been issued to you and in effect with us for less than five years, we may not fail to renew this Policy unless you received 30 days' notice as provided in 1. above.

N. Mailing Of Notices

We will mail cancellation and nonrenewal notices to the last addresses known to us. Proof of mailing will be sufficient proof of notice.

- E. The following changes apply only to Information Security Protection Endorsement **BP 15 07** if it is attached to this Policy:

1. Paragraph (2) of Insuring Agreement **d. Security Breach Liability** is replaced by the following:

- (2) We will pay for "defense expenses" as a result of a "claim" in the form of a "regulatory proceeding" first made against the insured during the "policy period" or during the applicable Extended Reporting Period, in response to a "wrongful act" or a series of "interrelated wrongful acts" covered under Paragraph **d.(1)**.

2. The following is added to the **Defense And Settlement Provision** under Paragraph **E.**:

3. If we initially defend an insured or pay for an insured's defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

3. The following is added to Exclusion **m.** under Paragraph **I.**:

However, Paragraphs (1), (2) and (3) shall not apply to loss resulting from a "hostile fire" if, and to the extent, loss resulting from any "claim" is based upon, attributable to or arising out of heat, smoke or fumes.

4. Paragraph **2. Supplemental Extended Reporting Period** under Paragraph **N. Extended Reporting Periods** is replaced by the following:

2. Supplemental Extended Reporting Period

- a. You will have the right to purchase a Supplemental Extended Reporting Period from us if:



- (1) This Endorsement is cancelled or nonrenewed for any reason; or
 - (2) We renew or replace this Endorsement with insurance that:
 - (a) Has a Retroactive Date later than the date shown in the Schedule of this Endorsement for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement has a Retroactive Date later than the date shown in the Schedule of this Endorsement; or
 - (b) Does not apply to "wrongful acts" on a claims-made basis for either Insuring Agreement **d. Security Breach Liability** or **g. Web Site Publishing Liability**. However, the Supplemental Extended Reporting Period will only be provided for the insuring agreement for which our renewal or replacement endorsement does not apply to "wrongful acts" on a claims-made basis.
 - b. A Supplemental Extended Reporting Period, as specified in Paragraph **a.**, lasts one year and is available only for an additional premium.
 - c. The Supplemental Extended Reporting Period starts with the end of the Basic Extended Reporting Period set forth in Paragraph **1**. It does not extend the "policy period" or change the scope of the coverage provided. It applies only to "claims" to which the following applies:
 - (1) The "claim" is first made and reported to us during the Supplemental Extended Reporting Period; and
 - (2) The "claim" arose out of either a "wrongful act" or the first of a series of "interrelated wrongful acts" which occurred on or after the Retroactive Date, if any, shown in the Schedule and before the end of the "policy period".
 - d. You must give us a written request for the Supplemental Extended Reporting Period within 30 days after the end of the "policy period" or the effective date of cancellation, whichever comes first.
 - e. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium in full within 30 days of tendering your request for the Supplemental Extended Reporting Period to us. Once in effect, the Supplemental Extended Reporting Period may not be cancelled.
 - f. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - (1) The exposures insured;
 - (2) Previous types and amounts of insurance;
 - (3) Limit of Insurance available under this Endorsement for future payment of damages; and
 - (4) Other related factors.

The additional premium may not exceed 200% of the annual premium for this Endorsement. The premium for the Supplemental Extended Reporting Period will be deemed fully earned as of the date it is purchased.
5. Paragraph **H. Other Insurance** under Paragraph **O.** is replaced by the following:
- H. Other Insurance**
- If any "loss" resulting from any "claim" is insured by any other valid policy, we shall not be liable under this Endorsement for a greater proportion of such "loss" than the Information Security Protection Aggregate Limit Of Insurance stated in the Schedule bears to the total applicable limit of liability of all valid and collectible insurance against such "loss", unless such other insurance is purchased specifically to apply in excess of the Information Security Protection Aggregate Limit Of Insurance stated in the Schedule of this Endorsement.
6. The definition of "defense expenses" in Paragraph **V.** is replaced by the following:
5. "Defense expenses" means payments allocated to a specific "claim" we investigate, settle or defend, for its investigation, settlement or defense, including:
- a. Fees and salaries of attorneys and paralegals we retain.
 - b. Fees of attorneys an insured retains when, by our mutual agreement or court order (or when required by administrative hearing or proceeding), an insured is given the right to retain defense counsel to defend against a "claim".
 - c. All other litigation or administrative hearing expenses, including fees or expenses of expert witnesses hired either by us or by the defense attorney retained by an insured.
 - d. Reasonable expenses incurred by an insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. Costs taxed against an insured in the "suit".
- "Defense expenses" does not include salaries and expenses of our "employees" or an insured's "employees" (other than those described in Paragraph **d.** above).
7. Paragraph **d.** of the definition of "loss" in Paragraph **V.** is replaced by the following:
- d.** With respect to Insuring Agreements **d. Security Breach Liability** and **g. Web Site Publishing Liability**:
- Compensatory damages, settlement amounts and costs awarded pursuant to judgments or settlements.



"Loss" does not include:

- (1) Civil or criminal fines or penalties imposed by law;
- (2) Punitive or exemplary damages;
- (3) The multiplied portion of multiplied damages;
- (4) Taxes;
- (5) Royalties;
- (6) The amount of any disgorged profits; or
- (7) Matters that are uninsurable pursuant to law.



POLICY NUMBER: 12XH289501

BUSINESSOWNERS
BP 04 31 01 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****FOOD CONTAMINATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE
A. Food Contamination Limit Of Insurance – \$10,000 unless otherwise indicated below: \$
B. Additional Advertising Expense Limit Of Insurance – \$3,000 unless otherwise indicated below: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section I – Property is amended as follows:**A.** The following is added to Paragraph **A.5. Additional Coverages:****p. Food Contamination**

- (1) If your business at the described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination", we will pay:
 - (a) Your expense to clean your equipment as required by the Board of Health or any other governmental authority;
 - (b) Your cost to replace the food which is, or is suspected to be, contaminated;
 - (c) Your expense to provide necessary medical tests or vaccinations for your infected employees. However, we will not pay for any expense that is otherwise covered under a Workers' Compensation Policy;
 - (d) The loss of Business Income you sustain due to the necessary "suspension" of your "operations". The coverage for Business Income will begin 24 hours after you receive notice of closing from the Board of Health or any other governmental authority; and
 - (e) Additional advertising expenses you incur to restore your reputation.
- (2) For the purposes of this endorsement, Business Income has the same meaning given in Additional Coverage **f.** Business Income.
- (3) The most we will pay for all loss under Paragraphs **(1)(a)** through **(1)(d)**, including Business Income, is \$10,000, unless a higher Food Contamination Limit of Insurance is indicated in the Schedule of this endorsement.
The most we will pay for all loss under Paragraph **(1)(e)** is \$3,000, unless a higher Additional Advertising Expense Limit of Insurance is indicated in the Schedule of this endorsement.
- (4) We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of food contamination at the described premises.

B. The following is added to Paragraph **H. Property Definitions:**

"Food contamination" means an incidence of food poisoning to one or more of your customers as a result of:

1. Tainted food you purchased;
2. Food which has been improperly stored, handled or prepared; or
3. A communicable disease transmitted through one or more of your employees.



BUSINESSOWNERS
BP 05 01 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.



POLICY NUMBER: 12XH289501

BUSINESSOWNERS
BP 05 15 01 15

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE
<p>SCHEDULE - PART I</p> <p>Terrorism Premium (Certified Acts) \$ _____</p> <p>Additional information, if any, concerning the terrorism premium:</p>
<p>SCHEDULE - PART II</p> <p>Federal share of terrorism losses ____ % Year: 20 ____ (Refer to Paragraph B. in this endorsement.)</p> <p>Federal share of terrorism losses ____ % Year: 20 ____ (Refer to Paragraph B. in this endorsement.)</p> <p>Federal share of terrorism losses is 85% through 2015; 84% beginning January 1, 2016; 83% beginning January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning January 1, 2020.</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **B.2.**) applies to property located in the following state(s):

Georgia, Illinois, Iowa, Missouri, Oregon, Washington, Wisconsin

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following provisions are added to the Businessowners Policy and apply to Property and Liability Coverages:

1. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

B. The following provisions are added to Businessowners Standard Property Coverage Form **BP 00 01**, Businessowners Special Property Coverage Form **BP 00 02** or **Section I – Property** of Businessowners Coverage Form **BP 00 03**:

1. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.1.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Additional Coverages.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

C. The following provision is added to the Businessowners Liability Coverage Form **BP 00 06** or **Section II – Liability** of the Businessowners Coverage Form **BP 00 03**:

1. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

2. The following definition is added:

For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.



BUSINESSOWNERS
BP 05 41 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM
COMMITTED OUTSIDE THE UNITED STATES**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following provisions are added to the Businessowners Liability Coverage Form **BP 00 06** and **Section II – Liability** of the Businessowners Coverage Form **BP 00 03**:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
 3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Policy.



BUSINESSOWNERS
BP 06 43 04 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **Section II – Liability** Paragraph **A. Coverages**:

If we initially defend an insured or pay for an insured's defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.



POLICY NUMBER: 12XH289501

BUSINESSOWNERS
BP 04 10 01 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS OR OTHER INTERESTS FROM WHOM LAND HAS BEEN LEASED**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE**A. Name Of Person Or Organization:**

WILLIAM H BUFALINO TRUST

B. Designation Of Premises (Part Leased To You)

778 S WEBER RD LOCKPORT, IL 604416532

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in **Section II – Liability**:

3. The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" that takes place after you cease to lease that land; or
- b. Structural alterations, new construction or demolition operations performed by or for the person or organization shown in the Schedule.



POLICY NUMBER: 12XH289501

BUSINESSOWNERS
BP 04 15 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPOILAGE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE									
Prem. No.	Bldg. No.	Description Of Perishable Stock	Limit Of Insurance	Deductible	Refrigeration Maintenance Agreement		Causes Of Loss (Check Which One Applies)		
					Yes	No	Breakdown Or Contamination	Power Outage	
0003	001	ALL PERISHABLE STOCK	\$10,000	\$500	X		X	X	
0008	001	ALL PERISHABLE STOCK	\$10,000	\$500	X		X	X	
0009	001	ALL PERISHABLE STOCK	\$10,000	\$500	X		X	X	
0010	001	ALL PERISHABLE STOCK	\$25,000	\$500	X		X	X	
0011	001	ALL PERISHABLE STOCK	\$25,000	\$500	X		X	X	
0012	001	ALL PERISHABLE STOCK	\$25,000	\$500	X		X	X	
0013	001	ALL PERISHABLE STOCK	\$25,000	\$500	X		X	X	
0014	001	ALL PERISHABLE STOCK	\$25,000	\$500	X		X	X	
0015	001	ALL PERISHABLE STOCK	\$25,000	\$500	X		X	X	
0016	001	ALL PERISHABLE STOCK	\$25,000	\$500	X		X	X	
0018	001	ALL PERISHABLE STOCK	\$25,000	\$500	X		X	X	
0019	001	ALL PERISHABLE STOCK	\$25,000	\$500	X		X	X	

Section I – Property is extended to insure against direct physical loss of or damage to "perishable stock" indicated in the Schedule, caused by the Covered Cause(s) of Loss, as provided by this endorsement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following provisions (A. through I. inclusive) apply to the coverage provided by this endorsement:

A. Paragraph A.1. Covered Property in Section I – Property, is replaced by the following:

1. Covered Property

Covered Property means "perishable stock" shown in the Schedule at the described premises, if the "perishable stock" is:

- Owned by you and used in your business; or
- Owned by others and in your care, custody or control except as otherwise provided in Loss Payment Property Loss Condition E.5.d.(3)(b).

B. The following is added to Paragraph A.2. Property Not Covered in Section I – Property:

j. Property located:

- On buildings;
- In the open; or
- In vehicles.

C. Paragraph A.3. Covered Causes Of Loss in Section I – Property is replaced by the following:

3. Covered Causes Of Loss

Subject to the exclusions described in Item E. of this endorsement, Covered Causes of Loss means the following as indicated in the Schedule:



a. Breakdown or Contamination, meaning:

- (1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such apparatus or equipment is at the described premises shown in the Schedule; or
- (2) Contamination by a refrigerant, only while the refrigerating apparatus or equipment is at the described premises shown in the Schedule.

Mechanical breakdown and mechanical failure do not mean power interruption, regardless of how or where the interruption is caused and whether or not the interruption is complete or partial.

- b. Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Paragraph **A.6. Coverage Extensions** in **Section I – Property** does not apply.

E. Paragraph **B. Exclusions** in **Section I – Property** is replaced by the following:

B. Exclusions

1. Of the **Exclusions** contained in Paragraph **B.1.** in **Section I – Property**, only the following apply to Spoilage Coverage:

- b. Earth Movement;
- c. Governmental Action;
- d. Nuclear Hazard;
- f. War And Military Action; and
- g. Water.

2. The following exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- c. The inability of an electrical utility company or other power source to provide sufficient power due to:
 - (1) Lack of fuel; or
 - (2) Governmental order.
- d. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
- e. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Section **D. Deductibles** in **Section I – Property** is replaced by the following:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this endorsement.

G. Conditions

1. Under **Property Loss Conditions** in **Section I – Property**, Item d. of Condition **5. Loss Payment** is replaced by the following:

d. We will determine the value of Covered Property as follows:

- (1) For "perishable stock" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had;

- (2) For other "perishable stock", at actual cash value.

2. The following condition applies in addition to the **Property Loss Conditions** (as modified in 1. above) and **Property General Conditions** in **Section I – Property** and **Section III – Common Policy Conditions**:

ADDITIONAL CONDITION – REFRIGERATION MAINTENANCE AGREEMENTS

If Breakdown or Contamination is designated as a Covered Cause of Loss and a refrigeration maintenance agreement is shown as applicable in the Schedule, the following condition applies:

You must maintain a refrigeration maintenance or service agreement as described below. If you voluntarily terminate this agreement and do not notify us within 10 days, the insurance provided by this endorsement under the Breakdown or Contamination Covered Cause of Loss will be automatically suspended at the location involved.

However, coverage provided by this endorsement is restored upon:

- a. Reinstatement of the applicable refrigeration maintenance or service agreement; or
- b. Procurement of a replacement refrigeration maintenance or service agreement.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the insured location, and the servicing and repair of the equipment, including emergency response at the insured location.

H. Paragraph **G. Optional Coverages** in **Section I – Property** does not apply.

- I. The following is added to the **Definitions** in **Section I – Property**:

"Perishable Stock" means property:

- a. Maintained under controlled temperature or humidity conditions for preservation; and
- b. Susceptible to loss or damage if the controlled temperature or humidity conditions change.



POLICY NUMBER: 12XH289501

BUSINESSOWNERS
BP 04 30 01 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**
PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE			
Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable	Description Of "P-9" If Applicable:
0008	001	P-1	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following is added to the Property General Conditions in Section I – Property:**PROTECTIVE SAFEGUARDS**

1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.

2. The protective safeguards to which this endorsement applies are identified by the following symbols:

- a. **"P-1" Automatic Sprinkler System**, including related supervisory services.

Automatic Sprinkler System means:

- (1) Any automatic fire protective or extinguishing system, including connected:



- (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire protective system:
- (a) Non-automatic fire protective systems; and
 - (b) Hydrants, standpipes and outlets.
- b. **"P-2" Automatic Fire Alarm**, protecting the entire building, that is:
- (1) Connected to a central station; or
 - (2) Reporting to a public or private fire alarm station.
- c. **"P-3" Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

d. **"P-4" Service Contract**, with a privately owned fire department providing fire protection service to the described premises.

e. **"P-9"**, the protective system described in the Schedule.

B. The following is added to Paragraph B. Exclusions in Section I – Property:

We will not pay for loss or damages caused by or resulting from fire if, prior to the fire, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.



POLICY NUMBER: 12XH289501

BUSINESSOWNERS
BP 04 38 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL EXPENSES – EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Description And Location Of Premises Or Classification:

1421 RIVERBOAT CENTER DR
JOLIET, IL 60431-9337778 S WEBER RD
ROMEDEVILLE, IL 60446-7532100 RIDGE RD
MINOOKA, IL 60447-9805225 OGDEN AVE
DOWNERS GROVE, IL 60515-3144445 ROOSEVELT RD
GLEN ELLYN, IL 60137-56223S010 IL ROUTE 53
GLEN ELLYN, IL 60137-73372030 S NAPERVILLE RD
WHEATON, IL 60189-81711520 N NAPER BLVD
NAPERVILLE, IL 60563-15021 YORKTOWN SHOPPING CTR
LOMBARD, IL 60148-55162535 OGDEN AVE
DOWNERS GROVE, IL 60515-17082401 63RD ST
WOODRIDGE, IL 60517-1364840 E BOUGHTON RD
BOLINGBROOK, IL 60440-2355

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CONTINUED ON BP8612

With respect to any premises or classification shown in the Schedule, **Section II – Liability** is modified as follows:**A.** Paragraph **A.2. Medical Expenses** does not apply and none of the references to Paragraph **A.2.** in **Section II – Liability** apply.**B.** The following is added to Paragraph **A.1.f.(1) Coverage Extension – Supplementary Payments:**

- (h) Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.



POLICY NUMBER: 12XH289501

BUSINESSOWNERS
BP 86 12 07 98**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Schedule continued from BP 04 38

MEDICAL EXPENSES – EXCLUSION**SCHEDULE****Description and Location of Premises or Classification:**

Page 01 of 01



BP 86 12 07 98

Stock No. 14895

POLICY NUMBER: 12XH289501

BUSINESSOWNERS
BP 84 07 01 17**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****MC DONALD'S RESTAURANTS SPECIAL COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE				
Prem No.	Bldg No.	Type Of Interest	Name Of Person Or Organization	Flood Limitation And Deductible Applies
0003	001	NOT APPLICABLE		
0008	001	NOT APPLICABLE		
0009	001	NOT APPLICABLE		
0010	001	NOT APPLICABLE		
0011	001	NOT APPLICABLE		
0012	001	NOT APPLICABLE		
0013	001	NOT APPLICABLE		
0014	001	NOT APPLICABLE		
0015	001	NOT APPLICABLE		
0016	001	NOT APPLICABLE		
0018	001	NOT APPLICABLE		
0019	001	NOT APPLICABLE		

Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form apply, unless modified by this endorsement.

I. Section I - Property is amended as follows:**A. Paragraph E.8.b. Property Loss Conditions Vacancy Provisions** is deleted and replaced with the following:

- b. We will not pay for any loss that occurs while the building is vacant beyond 180 consecutive days if that loss is caused by vandalism.

B. The following is added to Paragraph A.5. Additional Coverages:**s. Earth Movement**

- (1) We will pay for loss to covered property caused by one or more of the following:

- (a) Earthquake, landslide, subsidence, or earth sinking, rising or shifting; or
(b) Volcanic eruption, explosion or effusion.

All occurrences within a 168 hour period will be considered a single occurrence.



(2) We will not pay under this coverage for loss or damage that results from:

- (a) An occurrence that begins before the inception date of this policy or after its expiration, but the expiration of this policy will not reduce the 168 hour period;
- (b) "Flood", whether or not caused by, resulting from or aggravated by earth movement;
- (c) "Mine subsidence".

(3) We will pay for a loss only when the loss exceeds the Earthquake Deductible shown in the Declarations and only for the amount in excess of the deductible. This percentage applies to the value of the property. The deductible applies separately to Building(s) and Business Personal Property at each described premises.

We will pay for loss or damage on a Full Replacement Cost basis for all covered property and all coverages including **Business Income and Extra Expense** Coverages, at each described premises.

t. Flood

- (1) We will pay for direct physical loss or damage to covered property caused by "flood".
- (2) We will pay for direct physical loss or damage on a Full Replacement Cost basis for all covered property and all coverages, including **Business Income and Extra Expense** Coverages, at each described premises.
- (3) From each direct loss we will first deduct 5% of the adjusted claim, subject to a minimum deductible of \$25,000 per premises for each occurrence when listed in the schedule of this endorsement.
- (4) Paragraph **B.1.g.(1) Exclusions Water** does not apply.

u. Sewer Back Up And Sump Overflow

- (1) We will pay for direct physical loss or damage to covered property caused by water or effluent that backs up through sewers or drains.
- (2) We will pay for direct physical loss or damage on a Full Replacement Cost basis for covered property and all coverages, including **Business Income and Extra Expense** coverages, at the described building at the premises shown in the Declarations caused by water which backs up, overflows or accidentally discharges from within a sump, sump well, sump well discharge system or other type system inside the insured building designed to remove surface water from the foundation area.

(3) We will not pay under this coverage for loss or damage caused by "flood".

(4) Paragraph **B.1.g.(3) Exclusions Water** does not apply.

(5) The coverage described in paragraphs (1) or (2) above does not apply to loss or damage resulting from an insured's failure to:

- (a) Keep a sump pump or its related equipment in proper working condition; or
- (b) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

v. Outdoor Signs

a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises, or at unnamed locations:

- (1) Owned by you; or
- (2) Owned by others but in your care, custody or control.

b. Paragraph **A.3, Covered Causes of Loss**, and Paragraph **B., Exclusions in Section I – Property**, do not apply to this Coverage, except for:

- (1) Paragraph **B.1.c., Governmental Action**;
- (2) Paragraph **B.1.d., Nuclear Hazard**; and
- (3) Paragraph **B.1.f., War and Military Action**.

c. We will not pay for loss or damage caused by or resulting from:

- (1) Wear and tear;
- (2) Hidden or latent defect;
- (3) Rust;
- (4) Corrosion; or
- (5) Mechanical breakdown.

d. We will pay for loss or damage in any one occurrence up to the full replacement cost of covered property.

e. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will pay the amount of loss or damage in excess of \$500, up to the full replacement cost of the covered property.

f. The provisions of this coverage supersede all other references to outdoor signs in this policy.

C. The following is added to Paragraph G.2. Optional Coverages Money And Securities:

- f. For Gift Certificates only, coverage is extended to any owned or leased office premises where Gift Certificates for McDonald's restaurants are stored. If more than one McDonald's restaurant is covered,



the limit available for Gift Certificates at the office(s) is the highest limit available at any one covered McDonald's restaurant premises. The definition of "Money" is replaced by the following:

"Money" means:

- a. Currency, coins and bank notes in current use and having a face value;
- b. Travelers checks, register checks and money orders held for sale to the public; and
- c. Gift Certificates.

D. Paragraph E.5. Property Loss Conditions - Loss Payment is amended as follows:

1. Paragraph d.(1)(a) is replaced with the following:

- (a) We will pay the cost to repair or replace, after application of the deductible, at full replacement cost without deduction for depreciation.

If a building is rebuilt at a new premises, the cost is limited to the cost which would have been incurred had the building been built at the original premises.

2. Paragraph d.(1)(b) does not apply.

3. The following is added to Paragraph E.5. Loss Payment:

- h. Upgrade Coverage. We will pay the Full Replacement Cost to cover the added cost to repair, rebuild or replace the following property to meet current specifications of the franchiser when like kind and quality is not available due to changes in those specifications.

- (1) Fixtures, machinery and equipment attached to and pertaining to the service of the building;
- (2) Your business personal property which is used for maintenance and service of the described premises;
- (3) Your furniture and trade fixtures;
- (4) Your machinery and equipment, pertaining to your occupancy of the premises;
- (5) Tenants improvements.

- i. For Covered Property in which you and McDonald's Corporation and all wholly owned subsidiaries, and/or the people or organizations listed in the Schedule of this endorsement have an insurable interest, we will:

- (1) Adjust losses with you; and
- (2) Pay any claim for loss or damage jointly to you, McDonald's Corporation and all wholly owned subsidiaries, and the people or organizations listed in the Schedule of this endorsement as interests may appear.

E. The following is added to Paragraph A.5.f.(1) Additional Coverages - Business Income:

- (e) We will pay the actual amount of Base Rents or service fees which you are legally obligated to pay to

McDonald's Corporation and/or its affiliated companies in its/their capacity as lessor.

F. Paragraph A.6.a. Coverage Extensions - Newly Acquired Or Constructed Property is deleted and replaced with the following:

(1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at premises, other than the one described.
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

We will pay for loss or damage under this Extension on a Full Replacement Cost basis.

(2) Business Personal Property

You may extend that insurance to apply to Business Personal Property, including such property that you acquire, at any location you acquire.

We will pay for loss or damage under this Extension on a Full Replacement Cost basis.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire a new premises or begin construction of that part of the building that would qualify as covered property; or
- (c) You report the value to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

H. The following is added to Paragraph H. Property Definitions:

15. "Flood", means a general temporary condition of partial or complete inundation of normally dry land areas from:

- a. The unusual and rapid accumulation of runoff of surface waters from any source;
- b. The overflow of inland or tidal waters; or
- c. Waves, tides or tidal waves.

16. "Mine subsidence", means the lateral or vertical movement of land, including sinking or collapse, due to the existence of man-made underground cavities.

II. The Section II - Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:



3. The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.
4. McDonald's Corporation, McDonald's USA, LLC, any parent, subsidiary or affiliated company now existing or hereafter acquired or constituted and any company, partnership or joint venture created, owned or controlled by McDonald's Corporation, McDonald's USA, LLC, any parent, subsidiary or affiliated company. With respect to McDonald's Corporation and McDonald's USA, LLC., this insurance is primary to and will not seek contribution from any other insurance available to them.
5. Any person(s) or organization(s) if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations.
 However, the insurance afforded to such additional insured:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 A person's or organization's status as an additional insured ends on the earlier of the date:
 - a. When your operations for that insured are completed; or
 - b. The contract or agreement you have entered into with the additional insured is terminated.

B. The following is added to Section II - Liability, D.4. Aggregate Limits:

A separate aggregate limit applies to each insured premises and that limit is equal to the amount of the aggregate limit (other than Products Completed Operations) shown in the declarations.

An insured premises means any McDonalds Restaurant premises described in the declarations.

C. Paragraph F.3. Liability And Medical Expenses Definitions is deleted and replaced by the following:

3. "Bodily injury" means bodily injury, sickness, disease or mental anguish sustained by a person, including death resulting from any of these at any time.

D. The following is added to Paragraph F.14. Liability And Medical Expenses Definitions:

- h. Humiliation.

III. Section III - Common Policy Conditions (Applicable To Section I - Property And Section II - Liability) is amended as follows:

A. Paragraph A.2.b. Cancellation is deleted and replaced by the following:

- b. 10 days before the effective date of cancellation or modification for nonpayment of premium, except 20 days in South Dakota. The McDonald's Corporation must be given the same notification as the first Named Insured.

B. Paragraph A.2.c. Cancellation is deleted and replaced by the following:

- c. 90 days before the effective date of cancellation or modification if we cancel or modify the policy for any other reason. The McDonald's Corporation must be given the same notification as the first Named Insured.



POLICY NUMBER: 12XH289501

BUSINESSOWNERS
BP 84 52 01 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**
EQUIPMENT BREAKDOWN PROTECTION COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE					
A. Premises:					
PREM 003	BLDG 001	PREM 008	BLDG 001	PREM 009	BLDG 001
PREM 010	BLDG 001	PREM 011	BLDG 001	PREM 012	BLDG 001
PREM 013	BLDG 001	PREM 014	BLDG 001	PREM 015	BLDG 001
PREM 016	BLDG 001	PREM 018	BLDG 001	PREM 019	BLDG 001
B. Equipment Breakdown Protection Sub-limit:					
\$ See declarations					
C. Deductible(s):					
1. Equipment Breakdown Protection Deductible:		\$ Same as Section I – Property Deductible			
2. Business Income Time Deductible:		Hours 0			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

Section I – Property is amended as follows:

- A.** We will pay for direct loss of or damage to Covered Property at the premises described in the Schedule caused by or resulting from a mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment. Mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment does not mean any:
1. Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
 2. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
 3. Damage to any vacuum tube, gas tube, or brush; or
 4. The functioning of any safety or protective device.
- B.** With respect to the coverage provided by this endorsement, the following exclusions in Paragraph **B. Exclusions** do not apply:
1. Paragraph **B.2.a. Electrical Apparatus**;
 2. Paragraph **B.2.i.(6) Mechanical Breakdown**; and
 3. Paragraph **B.2.d. Steam Apparatus**.
- C.** With respect to the coverage provided by this endorsement, Paragraph **G.1.c.(5)** of the **Outdoor Sign Optional Coverage** does not apply.
- D.** The following limitations in Paragraph **A.4. Limitations** do not apply:

1. Paragraph **A.4.a.(1)** relating to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment;
 2. Paragraph **A.4.a.(2)** relating to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- E.** We will not pay for loss or damage (hereinafter referred to as loss) in any one occurrence until the amount of loss exceeds the Section I – Property deductible shown in the declarations for any loss to Covered Property caused by mechanical breakdown or electrical failure.
1. With respect to the dollar deductible shown in the declarations, we will first subtract the deductible amount from any loss we would otherwise pay. We will then pay the amount of loss in excess of the deductible up to the sub-limit shown in the Schedule.
 2. If a time deductible is shown in the schedule, we will not pay for any Business Income loss that occurs during that specified time period immediately following a mechanical breakdown or electrical failure. If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.
 3. If two or more deductibles apply to a loss involving both a cause of loss covered in this endorsement and another cause of loss covered in this policy for a single occurrence, then the total amount to be deducted will be only the largest of the applicable deductibles.



F. With respect to the coverage provided by this endorsement, Paragraph H. **Property Definitions** is amended as follows:

1. "Computer" means:

- a. Programmable electronic equipment that is used to store, retrieve and process data; and
- b. Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.

"Computer" includes those used to operate production type machinery or equipment.

G. With respect to **Additional Coverages 5.f. Business Income** and **5.g. Extra Expense**, if the 72-hour time period in the definition of "period of restoration" (hereinafter referred to as waiting period) is amended for Equipment Breakdown Protection Coverage as shown in the Schedule, we will not pay for any Business Income loss that occurs during the consecutive number of hours shown as the waiting period in the Schedule immediately following a mechanical breakdown or electrical failure.

As respects the coverage provided by this endorsement, any waiting period shown in the Schedule for Equipment Breakdown Protection Coverage supersedes any waiting period otherwise applicable to the Business Income coverage provided by the Businessowners Coverage form.

H. The provisions of this coverage shall not increase any amount or Limit of Insurance that is otherwise provided in this policy. The most we will pay for any loss or damage for Equipment Breakdown Protection is the amount of the sub-limit shown in the Schedule of this Endorsement.

I. Whenever any covered pressure, mechanical or electrical machinery and equipment is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment. This can be done by delivering or mailing a written notice of suspension to:

1. Your last known address; or
2. The address where the pressure, mechanical or electrical machinery and equipment is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.



Exhibit A - Page 127 of 135

Section I - Property is amended as follows:

A. Paragraph A.1. Covered Property is replaced with the following:

Covered Property includes Building as described under Paragraph **a.** below, Business Personal Property as described under Paragraph **b.** below, Auxiliary Buildings/Structures as described under Paragraph **c.** below, Auxiliary Buildings Business Personal Property as described under Paragraph **d.** below, or all four, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, Auxiliary Buildings/Structures, Auxiliary Buildings Business Personal Property, or all four, there is no coverage for property described under Paragraph **A.2. Property Not Covered.**

a. Building, means the described building shown in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Your personal property in apartments, rooms or common areas furnished by you as landlord;
- (5) Personal property owned by you that is used to maintain or service the described building or the premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (6) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the described building;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the described building.

b. Business Personal Property located in or on the described building at the premises shown in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, including:

- (1) Property you own that is used in your business;
- (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**;
- (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

(a) Made a part of the described building you occupy but do not own; and

(b) You acquired or made at your expense but cannot legally remove;

(4) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**; and

(5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.

c. Auxiliary Buildings/Structures, meaning the auxiliary buildings/structures described in the above Schedule located at the premises shown in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the auxiliary buildings/structures, including:
 - (a) Fire extinguishing equipment;
 - (b) Floor coverings; and
 - (c) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the auxiliary buildings/structures;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the auxiliary buildings/structures, used for making additions, alterations or repairs to the auxiliary buildings/structures.

d. Auxiliary Buildings Business Personal Property located in or on the auxiliary buildings/structures described in the above Schedule located at the premises shown in the Declarations, including:

- (1) Property you own that is used in your business;
- (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**;
- (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**.

B. The following is added to **E.3.**, Property Loss Conditions – Duties In the Event of Loss or Damage:

- (10) Keep records of your property in such a way that we can accurately determine the amount of any loss.





POLICY PERIOD - RENEWAL OF COVERAGE

Insurance begins and ends at 12:01 A.M., Standard Time, at **your** mailing address and for the policy period shown in the declarations. The first Named Insured shown in the declarations may continue this policy for successive policy periods by paying the required premium on or before the effective date of each renewal policy period. If the premium is not paid when due, this policy expires at the end of the last policy period for which the premium was paid.

The premium for each policy period will be based on **our** current rates and rules.

If this policy replaces coverage in other policies terminating at 12:00 Noon (standard time) on the inception date of this policy, this policy shall be effective at 12:00 Noon (standard time) instead of at 12:01 A.M., Standard Time.

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Special Provisions for American Family Mutual Insurance Company, S.I. Policyholders**1. MEMBERSHIP AND VOTING**

While this policy is in force, each insured named in the Declarations is considered an owner or policyholder and a member of the American Family Insurance Mutual Holding Company (AFIMHC) of Madison, Wisconsin. As a member, you are entitled to one vote at all meetings either in person or by proxy. You can only cast one vote regardless of the number of policies or coverage you purchased. If two or more persons qualify as a member under a single policy, they are considered one member for purposes of voting. The owner of a group policy will have one vote regardless of the number of persons insured or coverage purchased. Fractional voting is not allowed. If you are a minor, any vote will be given to your parent or legal guardian.


2. ANNUAL MEETINGS

The Annual Meetings are held at the Home Office: 6000 American Parkway, Madison, Wisconsin, on the first Tuesday of March at 2:00 P.M. Central Standard Time. Notice in this policy shall be sufficient notification.

3. DIVIDENDS

If any dividends are declared, you will share in them according to law and under conditions set by the Board of Directors.

This policy is signed at Madison, Wisconsin, on **our** behalf by **our** President and Secretary. If it is required by law, it is countersigned on the declarations by **our** authorized representative.


President


Secretary

This is not a complete and valid contract without accompanying DECLARATIONS properly executed.





Certificate Of Completion

Envelope Id: 141BE3BA025649E3A85AB7ED8212C840	Status: Completed
Subject: Please DocuSign: AFFIDAVIT 12XH289501 3-1-18.pdf	
Source Envelope:	
Document Pages: 131	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Kelly Ridpath
Time Zone: (UTC-06:00) Central Time (US & Canada)	6000 American Parkway
	Madison, WI 53783
	kridpath@amfam.com
	IP Address: 50.27.194.167

Record Tracking

Status: Original	Holder: Kelly Ridpath	Location: DocuSign
6/5/2020 6:42:17 AM	kridpath@amfam.com	

Signer Events

Signature	Timestamp
Kelly Ridpath	Sent: 6/5/2020 6:42:53 AM
kridpath@amfam.com	Viewed: 6/5/2020 6:43:11 AM
American Family Insurance - Claims	Signed: 6/5/2020 6:43:33 AM
Security Level: Email, Account Authentication (None)	Freeform Signing
Signature Adoption: Pre-selected Style	
Using IP Address: 165.225.61.82	

Electronic Record and Signature Disclosure:

Accepted: 6/5/2020 6:43:11 AM
ID: f7448aee-a2e7-47c6-b1c7-aef34d330d99

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/5/2020 6:42:53 AM
Certified Delivered	Security Checked	6/5/2020 6:43:11 AM
Signing Complete	Security Checked	6/5/2020 6:43:33 AM
Completed	Security Checked	6/5/2020 6:43:33 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, American Family Insurance S.I. (we, us or Company) may be required to provide to you certain documents that require your signature. Described below are the terms and conditions for providing you documents that require your signature through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you agree to these terms and conditions, confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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How to contact American Family Insurance S.I.:

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
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Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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